



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Consider Substitution of Listed Subcontractors and Bid Protest; Adopt Resolution Authorizing the City Manager to Execute Agreements with the Following Entities for the Surface Water Treatment Facility Project; and Appropriating Funds in the Amount of \$36,500,000 for the Total Project:

- A. C. Overaa & Company, of Richmond, for Construction (\$22,837,000)
- B. Pall Corporation, of Port Washington, New York, for Membrane Filtration System (\$3,926,081)
- C. Krazan & Associates, of Modesto, for Testing and Inspection Services (\$488,000)
- D. Durst Contract Interiors, of Stockton, for Furniture (\$52,025.98)
- E. HDR Engineering, of Folsom, for Construction Administration Services for Surface Water Treatment Facility Project (\$890,000)
- F. San Joaquin Council of Governments (SJCOG) for Incidental Take Minimization Measures Agreement (\$90,606.80)

MEETING DATE: October 20, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Public hearing to consider substitution of listed subcontractors and bid protest; adopt resolution authorizing the City Manager to execute agreements with the following entities for the Surface Water Treatment Facility Project; and appropriating funds in the amount of \$36,500,000 for the total project:

- A. C. Overaa & Company, of Richmond, for construction (\$22,837,000)
- B. Pall Corporation, of Port Washington, New York, for membrane filtration system (\$3,926,081)
- C. Krazan & Associates, of Modesto, for testing and inspection services (\$488,000)
- D. Durst Contract Interiors, of Stockton, for furniture (\$52,025.98)
- E. HDR Engineering, of Folsom, for construction administration services for Surface Water Treatment Facility Project (\$890,000)
- F. San Joaquin Council of Governments (SJCOG) for Incidental Take Minimization Measures Agreement (\$90,606.80)

BACKGROUND INFORMATION: The project is the culmination of events that began on April 16, 2003, with the agreement to purchase Mokelumne River water from the Woodbridge Irrigation District (WID). On December 20, 2006, Council selected the treat-and-drink delivery system to use the water. On October 17, 2007, Council approved the project site and preferred treatment technology. In fall 2009, the raw water pipeline was installed between the WID fish screen and the project site.

On October 6, 2010, the City Council approved issuing Water Revenue Bonds to finance construction of a Surface Water Treatment Facility. This public hearing and resolution, if approved, is the final Council's step toward constructing this facility. The anticipated start-up date is November 2012.

APPROVED:


Konradt Bartlam, Interim City Manager

Public Hearing to Consider Substitution of Listed Subcontractors and Bid Protest; Adopt Resolution Authorizing the City Manager to Execute Agreements with the Following Entities for the Surface Water Treatment Facility Project; and Appropriating Funds in the Amount of \$36,500,000 for the Total Project:

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Public Hearing

Hold a public hearing in accordance with Public Contracts Code Section 4107 to hear:

1. The subcontractor Listing Law prohibits Prime Contractors from bid shopping with subcontractors after receiving an award of a Public Contract. Post-bid-opening substitutions of subcontractors are only allowed for a few specified reasons, including clerical error. C. Overaa & Co is requesting substitution of two listed subcontractors. For earthwork and paving, Overaa asserts that it incorrectly listed Sierra Equipment Rental, Inc., 8176 County Road 44, Glenn, CA, 95943, as the low bidder. The actual low bidder is A.M. Stephens Construction Company, Inc., 1717 South Stockton Street, Lodi, CA, 95240. For painting and coatings, Overaa asserts it incorrectly listed National Coatings and Lining Company, 29885 Second Street, Unit P, Lake Elsinore, CA, 92532 as the low bidder. The actual low bidder is FD Thomas, P.O. Box 4663, Medford, OR, 97501. C. Overaa & Co. has provided date- and time-stamped documentation showing that Overaa received bids from the subcontractors it wishes to substitute, that it adjusted its bids to match the subcontractors bid but that it mistakenly failed to change the identity of the listed subcontractors. Absent evidence from the listed contractors to the contrary, staff believes that the substitution complies with the requirements of the subcontractor listing law (Public Contracts Code Sections 4107 and 4107.5). City staff recommends the substitution of these two subcontractors as requested. Correspondence and documentation are attached.
2. The City has received a protest from the apparent second-low bidder, G.S.E. Construction, of Livermore, that Overaa did not list an approved subcontractor for the traffic signal scope of work. C. Overaa & Company has provided the City with documentation that the traffic signal work is included in the approved electrical contractor's (San Joaquin Electric) scope of work. The work will be performed by Pacific Excavation, Inc., as a subcontractor to San Joaquin Electric. City staff recommends rejection of the protest based on the documentation provided. Correspondence and documentation are attached.

C. Overaa & Company has provided a signed affidavit to the City regarding the items noted above. Documentation is attached.

A. Contract Awards

Plans and specifications for this project were approved on July 21, 2010. A prequalification process was included to determine eligible bidders and ensure that bidding contractors have the necessary background to perform the work. Ten prime contractors, 13 electrical contractors and six electrical system integrator contractors were approved to bid. The bid opening for the construction contract was September 16, 2010, and the following nine bids were received.

Public Hearing to Consider Substitution of Listed Subcontractors and Bid Protest; Adopt Resolution Authorizing the City Manager to Execute Agreements with the Following Entities for the Surface Water Treatment Facility Project; and Appropriating Funds in the Amount of \$36,500,000 for the Total Project:

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Bidder	Location	Bid
<u>Engineer's Estimate</u>		<u>\$32,000,000</u>
C. Overaa & Company	Richmond	\$22,837,000
G.S.E. Construction Company, Inc.	Livermore	\$24,548,000
Auburn Constructors	Sacramento	\$25,200,300
S.J. Amoroso Construction	Redwood Shores	\$25,697,000
W.M. Lyles Company	West Sacramento	\$26,176,000
Monterey Mechanical Company	Oakland	\$26,660,000
Gateway Pacific Contractors	Sacramento	\$27,998,129
Western Water Constructors, Inc.	Santa Rosa	\$28,365,000
J.R. Filanc Construction Company	Escondido	\$28,760,000

Staff recommends awarding the construction contract to C. Overaa & Company.

B. Pall Membrane Filtration System

At the December 16, 2009 City Council meeting, Council authorized Pall Corporation as the membrane filtration system supplier. Staff, along with HDR Engineering, has negotiated the necessary terms and requirements of the membrane filtration system to meet our specific project needs. The total contract amount is \$3,926,081.

C. Testing and Inspection Services

Krazan & Associates, Inc., provided the same services for all phases of the White Slough Water Pollution Control Facility upgrades. A building inspector, previously approved by the Building Division, will be hired by Krazan & Associates to assist the City's Chief Building Official. This is a time-and-materials contract not to exceed \$488,000.

D. Furniture

On April 20, 1994, City Council established Haworth, Inc., as the standard office systems furniture manufacturer for City projects. Durst Contract Interiors is the local authorized vendor for Haworth products and installation. Total contract is \$52,025.98.

E. Construction Administration Services

Staff recommends HDR Engineering, Inc., perform the construction administration services. As the design engineer for this project, HDR is ideally suited to perform these duties. This is a time-and-materials contract with a not-to-exceed maximum of \$890,000.

F. SJCOG

To meet the requirements of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) compensation is required for converting open space to non-open space use and an Incidental Take Minimization Measures agreement is required to be executed by the City. A draft of the agreement is attached and it is subject to revision following the preconstruction site inspection. Council authorized the City Manager to negotiate minor revisions to the draft agreement and execute same. This is a one-time fee of \$90,606.80.

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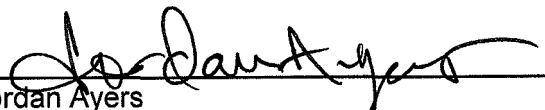
The total project estimate is \$36,500,000, which includes the construction contract, membrane filtration system, shop tools and equipment, furniture, tree mitigation, property acquisition, permit fees, construction administration services, testing and inspection contract, construction contingencies and other project-associated expenses.

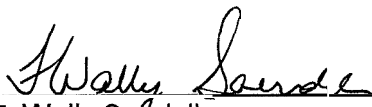
Appropriation

The total project appropriation is \$36,500,000. Funds are appropriated from the sale of the bonds approved at the October 6, 2010 Council meeting. The bond sale date is approximately October 27, 2010.

FISCAL IMPACT: Increase in costs for operating the facilities will be approximately \$1.7 million the first year and approximately \$1.4 million each year thereafter.

FUNDING AVAILABLE: Requested Appropriation: Water Fund (181011) \$36,500,000


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager

FWS/GW/pjt

Attachments

cc: Charles Swimley, Deputy Public Works Director - Utilities

C. Overaa & Company

Pall Corporation

Krazaan & Associates

Durst Contract Interiors

HDR Engineering

Finance Team

City Of Lodi
Surface Water Treatment Facility Project Budget
October 2010

Budget Item	Amount
Construction	
Site Acquisition (Parks Dept)	\$1,200,000
Wastewater Connection Fee	\$1,472,912
Impact Mitigation Fees	\$151,308
RTIF Fees	\$22,333
Utility Services (PG&E, EUD)	\$500,000
COG Habitat Fees	\$90,607
Construction Contract (Bid Amount)	\$22,837,000
Plan Check/Permit Fee (Building Dept.)	\$342,333
Plan Check/Permit Fee (Public Works)	\$124,000
Plan Printing Costs (Stockton Blue)	\$25,000
Project Management (City Staff)	\$200,000
Copy/Shipping Expenses Estimate	\$15,000
Environmental Inspection	\$4,000
Testing & Inspection (Krazan & Assoc)	\$488,000
Construction Total	\$27,472,492
Equipment Purchase	Budget
Office Furniture (Durst Contract Interiors)	\$52,026
Operations Center Equipment	\$50,000
Admin Building Equipment	\$25,000
Data/Communications Equipment	\$100,000
Shop Equipment	\$200,000
Pall Membrane Purchase	\$3,926,081
Equipment Total	\$4,353,207
Engineering Services	Amount
HDR Contract Administration	\$890,000
Engineering Total	\$890,000
Total	\$32,715,599
Project Contingency	\$3,784,401
Project Total Budget	\$36,500,000

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and C. Overaa & Co., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Conditions
Special Provisions
Bid Proposal
Contract
Contract Bonds
Plans (Drawings)
Specifications
Addenda

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work, furnish all labor and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 General Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay,

apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Item No.	Description	Unit	Qty	Unit Price	Total Price
A.	Mobilization, bonds, and insurance (not to exceed 5% of total bid amount)	LS	NA	\$1,000,000.00	\$1,000,000.00
B.	Sheeting, shoring, and bracing	LS	NA	\$250,000.00	\$250,000.00
C.	Addition of Chlorination Facilities to Well sites.	LS	NA	\$2,000,000.00	\$2,000,000.00
D.	3-million gallon prestressed concrete storage tank complete with piping, valves and appurtenances (Within the footprint of the tank) disinfected and ready for service, excluding earthwork.	LS	NA	\$3,000,000.00	\$3,000,000.00
E.	Construct micro-filtration system including storage and installation of Owner furnished Pall membrane system (5 units), strainers, pumps, and CIP system; including piping, valves, appurtenances, electrical instrumentation and all related work within the operation s and chemical buildings.	LS	NA	\$12,000,000.00	\$12,000,000.00
F.	All work in accordance with the contract documents, with the exception of work included under Items A through F.	LS	NA	\$4,587,000.00	\$4,587,000.00
Contract Total					\$22,837,000.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII – The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to completion within **700 CALENDAR DAYS**.

When signing this contract, the contractor agrees that the time of completion for this contract is reasonable and the contractor agrees to pay the city liquidated damages of **\$3,000 per day for each calendar day the work is not completed** beyond the time specified in the preceding paragraph. Contractor agrees that this amount may be deducted from the amount due the contractor under the contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam, Interim City Manager

By: _____

Date: _____

Attest:

Title

Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer, City Attorney



PAYMENT BOND

Know All Men by These Presents:

THAT WHEREAS, The CITY OF LODI, has awarded to C. Overaa & Co., hereinafter designated as the "Contractor", a contract for the work described as follows: **City of Lodi Surface Water Treatment Facility.**

AND WHEREAS, the Contractor is required by the provisions of Chapter 7, Title 15, Part 4, Division 3, Section 3247 et seq., Civil Code, to furnish a bond in connection with said contract, as hereinafter set forth.

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the CITY OF LODI, in the sum of **eleven million four hundred eighteen thousand five hundred Dollars** (\$11,418,500.00), said sum being determined in accordance with the provisions of Section 3248 of the Civil Code, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any materials, provisions, provender or other supplies or teams, implements or machinery, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, the surety or sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond the said surety or sureties will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 2010.

Contractor

(SEAL)

Name of Surety

By: _____
Attorney-in-Fact

PERFORMANCE BOND

Know All Men by These Presents:

THAT WHEREAS, the CITY OF LODI, has awarded to C. Overaa & Co. as principal, hereinafter designated as the "Contractor", a contract for the work described as follows: **City of Lodi Surface Water Treatment Facility.**

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the CITY OF LODI, in the sum of **Twenty-two million eight hundred thirty seven thousand Dollars** (\$22,837,000.00), to be paid to the said CITY OF LODI, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such:

That if the above Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, or his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY OF LODI, its officers and agents, as therein stipulated, then this obligation shall become and be null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 2010.

Contractor

(SEAL)

Name of Surety

By: _____
Attorney-in-Fact



C. OVERAA & CO. Craftsmanship • Innovation • Proven Results

September 28, 2010

City of Lodi
Public Works Department
City Hall, 221 West Pine Street
Lodi, CA 95241-1910

Attention: Gary R. Wiman, Construction Project Manager

Reference: Surface Water Treatment Facility Bid

Subject: Affidavit

Dear Gary:

The following is our affidavit confirming the following is true and factual:

1. C. Overaa & Co. made an inadvertent clerical error in listing Sierra Equipment Rental, Inc. instead of AM Stephens Construction Co. for the "earthwork and paving" work on the above referenced project.
2. C. Overaa & Co. made an inadvertent clerical error on listing National Coating & Lining Company instead of FD Thomas for the "painting and coating" work on the above referenced project.
3. San Joaquin Electric's bid to C. Overaa & Co. included the traffic signal work performed by Pacific Excavation Inc. and as such is a second tier subcontractor, and therefore, not listed on our "Proposed Subcontractors" list for the above referenced project.

We hope this confirms all the information previously provided. If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,

C. OVERAA & CO.


Larry Etcheverry
Vice President/Chief Estimator

LE/sh

COPY



C.OVERAA & CO. Craftsmanship • Innovation • Proven Results

September 16,2010

City of Lodi
Purchasing Officer, Finance Department
City Annex
310 W. Elm Street
Lodi, CA 95241

Attention: Gary Wiman, Fax 209 333-6710/ Email: gwiman@lodi.gov

Reference: Bid for Lodi Surface Water Treatment Facility

Subject: Subcontracting Listing Errors

Dear Mr. Wiman:

Per Section 4107 of the Public Contract Code, please be advised that we made two inadvertent clerical errors in our listing of the intended low bidders on the above referenced bid as follows:

For Earthwork & Paving, we listed Sierra Equipment Rental, Inc., 8176 County Road 44, Glenn, CA 95943 as the low bidder. The actual low bidder for this trade is AM Stephens Construction Co., Inc., 1717 S Stockton Street, Lodi, CA 95240.

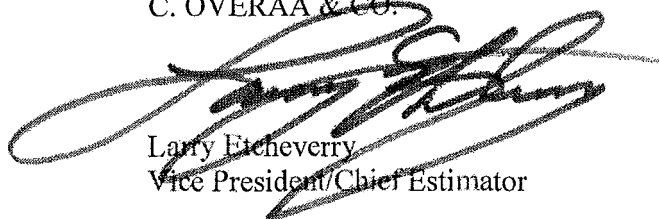
For Painting & Coatings, we listed National Coating & Lining Company, 29885 Second Street, Unit P, Lake Elsinore, CA 92532 as the low bidder. The actual low bidder for this trade is FD Thomas, PO Box 4663, Medford, OR 97501.

We, therefore, request listing changes from Sierra Equipment Rental, Inc. to AM Stephens Construction Co., Inc. and from National Coating & Lining Company to FD Thomas.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

C. OVERAA & CO.



Larry Echeverry
Vice President/Chief Estimator

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CITY COUNCIL

PHIL KATZAKIAN, Mayor
SUSAN HITCHCOCK,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

PUBLIC WORKS DEPARTMENT
CITY HALL, 221 WEST PINE STREET / P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
TELEPHONE (209) 333-6706 / FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

KONRADT BARTLAM,
Interim City Manager

RANDI JOHL,
City Clerk

D. STEPHEN SCHWABAUER,
City Attorney

F. WALLY SANDELIN,
Public Works Director

September 17, 2010

C. Overaa & Co.
Attn: Larry Etcheverry
200 Parr Blvd
Richmond, CA 94801

SUBJECT: Surface Water Treatment Facility Bid – Listed Subcontractor

The City is in receipt of your subcontractor substitution request on the above listed project. We have notified the listed subcontractors as required by Public Contracts Code Section 4107. You are encouraged to consult your legal counsel and review the provisions of Public Contracts Code 4107 and 4107.5 carefully to determine any rights and limitations periods you may have to pursue your requested substitution.

Sincerely,



Gary R. Wiman
Construction Project Manager

Enclosure

cc: Public Works Director
City Attorney

COPY

CITY COUNCIL

PHIL KATZAKIAN, Mayor
SUSAN HITCHCOCK,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET / P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
TELEPHONE (209) 333-6706 / FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

KONRADT BARTLAM,
Interim City Manager

RANDI JOHL,
City Clerk

D. STEPHEN SCHWABAUER,
City Attorney

F. WALLY SANDELIN,
Public Works Director

September 17, 2010

National Coating and Lining Company
29885 Second Street, Unit P
Lake Elsinore, CA 92532

SUBJECT: Surface Water Treatment Facility Bid – Listed Subcontractor

C. Overaa & Co., appears to be the successful low bidder on the above public contract and listed your firm as a subcontractor to provide painting and coatings. Bids were opened on September 16, 2010. By letter of September 16, 2010 C. Overaa & Co. requested the City's consent to substitute FD Thomas for your firm due to clerical error as provided in Public Contracts Code Sections 4107 and 4107.5. A copy of C. Overaa & Co.'s request is enclosed.

You are encouraged to consult your legal counsel and review the provisions of Public Contracts Code 4107 and 4107.5 carefully to determine any rights and limitations periods you may have to contest the requested substitution.

Sincerely,



Gary R. Wiman
Construction Project Manager

Enclosure

cc: Public Works Director
City Attorney

COPY

NATIONAL COATING & LINING COMPANY

SPECIALIZING IN EPOXY COATING, POLYURETHANE LININGS, MANHOLE RESTORATION, T-LOCK INSTALLATION AND T-LOCK WELDING FOR THE WATER & WASTEWATER INDUSTRY

CERTIFIED APPLICATOR FOR RAVEN LINING SYSTEMS, UTILITHANE POLYURETHANE AND SPRAYROQ

September 21, 2010

City of Lodi
Public Works Department
City Hall
P O Box 3006
Lodi, CA 95241-1910

Attention: Mr. Gary R. Wiman, Construction Project Manager
RE: **Surface** Water Treatment Facility Bid - Listed Subcontractor

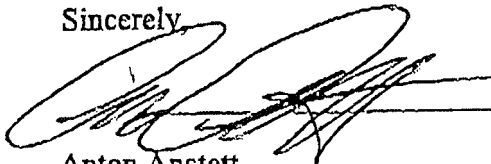
Mr. Wiman:

This letter is to provide formal notification to the City that we object to the substitution of another firm to perform the work for which we were listed by the apparent low bidder on this Project.

We received your letter today, notifying us that C. Overaa & Co. is attempting to replace our firm as a listed Subcontractor by claiming that they made an inadvertent error in their bid.

There is no evidence that we are aware of that conclusively demonstrates an inadvertent clerical error by C. Overaa & Co., and we believe that bid shopping may be the motive. We hereby request that the City deny C. Overaa & Co.'s request, or proceed in accordance with the provisions of Public Contract Code 4107 and 4107.5 to resolve this matter.

Sincerely,



Anton Anstett
President

OPY

CITY COUNCIL

PHIL KATZAKIAN, Mayor
SUSAN HITCHCOCK,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET / P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
TELEPHONE (209) 333-6706 / FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

KONRADT BARTLAM,
Interim City Manager

RANDI JOHL,
City Clerk

D. STEPHEN SCHWABAUER,
City Attorney

F. WALLY SANDELIN,
Public Works Director

September 17, 2010

Sierra Equipment Rental, Inc.
8176 County Road 44
Glenn, CA 95943

SUBJECT: Surface Water Treatment Facility Bid – Listed Subcontractor

C. Overaa & Co., appears to be the successful low bidder on the above public contract and listed your firm as a subcontractor to provide Earthwork and Paving. Bids were opened on September 16, 2010. By letter of September 16, 2010 C. Overaa & Co. requested the City's consent to substitute A.M. Stephens Construction Co for your firm due to clerical error as provided in Public Contracts Code Sections 4107 and 4107.5. A copy of C. Overaa & Co.'s request is enclosed.

You are encouraged to consult your legal counsel and review the provisions of Public Contracts Code 4107 and 4107.5 carefully to determine any rights and limitations periods you may have to contest the requested substitution.

Sincerely,



Gary R. Wiman
Construction Project Manager

Enclosure

cc: Public Works Director
City Attorney

COPY



SENT: VIA FAX, MAIL AND EMAIL

Tuesday, September 21, 2010

City of Lodi – City Hall
Public Works Department
221 West Pine Street
Lodi, CA 95241

To Whom It May Concern:

This is an official letter of protest of the bid submitted by C Overaa & Company, on September 16, 2010 in response to Invitation to Bid for the Surface Water Treatment Facility Project for the City of Lodi.

Per Section 2 Instruction to Bidder's (Section 2-1):

"e. Pursuant to the provisions of Section 41000 – 4113, inclusive, of the Government Code, every bidder shall in his bid set forth:

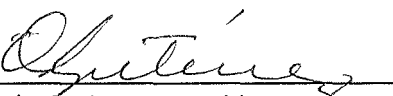
(1) -----

(2) The portion of work which will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion the work to be performed under the contract in excess of one-half percent of the total bid, he agrees to perform that portion himself."

C Overaa & Company failed to list a subcontractor for "Traffic Signal" with their bid on this project. The "Traffic Signal," is a significant and particular item of work that requires experience and a C-10 license which C Overaa & Company does not have and therefore can not self-perform. In addition, their listed electrical subcontractor San Joaquin Electric does not possess this experience and excluded this scope of work from their proposal. Furthermore this scope of work is clearly in excess of the threshold of one-half percent of the total bid price and therefore a subcontractor had to be listed for the "Traffic Signal" scope of work on this project.

Due to C Overaa & Company's non compliance with the bidding documents, we assert that their bid should be deemed non-responsive and the contract awarded to G S E Construction Company Inc, the next lowest responsive and responsible bidder.

Sincerely,


Orlando Gutierrez, President
G S E Construction Company Inc

COF



C.OVERAA & CO. Craftsmanship • Innovation • Proven Results

September 23, 2010

City of Lodi
Public Works Department
City Hall, 221 West Pine Street
Lodi, CA 95241-1910

RECEIVED

SEP 27 2010



Attention: Gary R. Wiman, Construction Project Manager

Reference: Surface Water Treatment Facility Bid

Subject: Electrical Subcontractor Listing

Dear Gary:

In response to your inquiry regarding the subcontractor listing of a "traffic signal" subcontractor, please note that our listed electrical subcontractor, San Joaquin Electric, Inc., included this electrical work per specification 16600 in his bid to Overaa.

Eased on our discussion with Dave Craddock at San Joaquin Electric, Inc., we understand that he intends to subcontract this work to Pacific Excavation Inc. Please feel free to contact Dave Craddock at 209 952-9980 to discuss this matter.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

C. OVERAA & CO.

Larry Etcheverry
Vice President/Chief Estimator

LE/sh

COPY

Project Name: City of Lodi Surface Water Treatment Facility

Bid Date: 9/16/2010
Bid Time: 2:00 PM

Total Cost: **22,837,000**
 Markup Rate: **██████████**
 Bond / Insurance Rate: **██████████**

Spec. #	Items of Work	SUB	EQUIP.	MAT'L	LABOR	TOTAL
	ITEM OF WORK					
	Structural/Architectural/Civil - LE		██████████	██████████	██████████	██████████
	Underground-RP	██████████	██████████	██████████	██████████	██████████
	Above ground / Mech - LH		██████████	██████████	██████████	██████████
	COCO OH	██████████	██████████	██████████	██████████	██████████
72.5%	Craft Labor Burden				██████████	██████████
71.5%	General Conditions Burden				██████████	██████████
	Dewatering	██████████				██████████
02500	Monitoring Well	██████████				██████████
02110 02140 02180 02200 02260 02513	Site Clearing/Excavating Support and Protection Control of Ground and Surface Water Earthwork Topsoiling and Finish Grade Asphalt Paving	██████████				██████████
	Pipeline	-				-
02850	Plants and Planting	██████████				██████████
02502	Concrete Curb, sidewalk, steps	██████████				██████████
02215	Tank Underdrain and Waterproofing	-				-
	Prestressed Conc Strand Wrapped Conce Tank					
03370 03380	Type III Prestressed Concrete Tank	██████████				██████████
06615	Fabric Baffle Wall, In Water Storage Tank	-				-
02620	Storage Tank Disinfection	██████████				██████████
02770	PVC Geomembrane	██████████				██████████
02444	PVC Coated Chain Link Fence	██████████				██████████
02832	Ornamental Fences and Gates	-				-
05508	Storage Tank Metal Fabrications	-				-
05120 05505	Structural Steel Metal Fabrications	██████████				██████████
06610	Fiberglass Reinforced Plastic Fabrications: Railings, Gratings, Ladders, Modular Framing	-				-
05211	Steel Joists	-				-
05313	Metal Deck	-				-
03208	Concrete Reinforcement	██████████				██████████
03450	Architectural Precast Concrete	-				-
04110 04220	Cement and Lime Mortars Concrete Masonry	██████████				██████████
04233	Proto II Fence System - Post tensioned Concrete Masonry	-				-
06100 06200 06410	Rough Carpentry Finish Carpentry Architectural Cabinetwork	██████████				██████████
07910	Building Insulation	██████████				██████████

Spec. #	Items of Work	SUB	EQUIP.	MAT'L	LABOR	TOTAL
15300	Fire Protection					
07412	Metal Roofing					
07600	Flashing and Sheet Metal					
10200	Louvers					
15520 15580 15970 15990	HVAC Equipment Ductwork instrum and Control HVAC Testing and Balancing					
15440	Plumbing Fixtures and Equip					
16012 16060	Electrical, etc.					
	Acoustical Ceiling					
					C/A #1	
					C/A #2	
					C/A #3	
					C/A #4	
					C/A #5	
					C/A #6	
					C/A #7	
					C/A #8	
					C/A #9	
					C/A #10	(64,495)
					C/A #11	
					C/A #12	(200,101)
					C/A #13	
					C/A #14	
					C/A #15	
					C/A #16	
					C/A #17	
					C/A #18	
					C/A #19	
					Subtotal 1	
					Markup	
					Add'l m/u	
					Add'l m/u	
					Add'l m/u	
					Add'l m/u	
					Total m/u	
					Subtotal 2	
	Bond/Insurance basis from Job Overhead Estimate:				Bond / COC	
			\$		Insurance	
					Grand Total	
					ROUNDED	22,837,000

8853 Lodi Surface Water Treatment

9/16/2010

三

QUANTITY

EQUIP

LABOR

1254

1955

Thank (Mages to SSC)

137000

March 1933

394001

England (Eckard's)

✓	03730	✓
---	-------	---

Continued (over to Slipsheet)

131000

7101

100

527

Mailing Address
P.O. BOX 1867
LODI, CA 95241

Physical Address
1717 S STOCKTON ST
LODI, CA 96240



LODI (209) 333-0136
FAX (209) 333-0883
www.amstephens.net

September 15, 2010

City of Lodi
Water Treatment Facility
SITEWORK SCOPE

ON-SITE:

1. Demo trees, concrete and fence.
2. Clear area by discing.
3. Re-compact site 3' deep.
4. Prep pads to slab grade less concrete and rock. No excavation for pits, basement, footings, etc. Pad to be one level grade.
5. Excavate for tank pad leaving one (1) ramp to Elev. 33.
6. Import needed material to finish site.
7. Grade for concrete walkways, placing base rock if needed.
8. Paving Area: Subgrade, rack, headerboard and asphalt.
9. Decorative Rock: Subgrade, fabric and rock.
10. Grade swale area and place rock.
11. Striping and signage.

For the Lump Sum: \$793,000.00

OFF-SITE:

1. Demo concrete and subgrade for new
2. Lower and raise manholes and water valves.
3. Grind for overlay and prepare area.
4. Place asphalt concrete.
5. Striping and signage.

For the Lump Sum: \$476,000.00

RAW WATER FACILITY:

1. Demo concrete.
2. Rough grade site and construct building pad.
3. Grade and place aggregate base for concrete flatwork.
4. Paving Area: Subgrade, rock and pave.
5. Barricade.
6. Staging Area: Grade, fabric and rock (70,000 Sq. Ft.).

For the Lump Sum: \$50,000.00

Respectfully Submitted,

Andrew M. Stephens
A.M. Stephens Construction Company, Inc.

TOTAL BID: \$1,319,000.00

WORD SUBJECT ANDY/CITY OF LODI WATER TREATMENT PRO

SEP-16-2010

From: STEPHENS CONS

2093330993

To: 5102372435

P.3/3

A.M. STEPHENS CONSTRUCTION CO., INC. - EXCLUSIONS TO QUOTE

Job Name: Lodi - Water Treatment Facility

- ☒ No Permits or Fees
- ☒ No Testing
- ☒ No Staking
- ☐ No Soils Report
- ☐ No Demolition
- ☒ No Clearing other than Discing
- ☒ No Rock, Sand or Membrane on Building Pads
- ☒ No Footing Excavation or Backfill of any type
- ☒ No Engineered Fill under Footings
- ☒ No Concrete
- ☒ No Underground or Paving of Underground Trenches
- ☐ No Striping
- ☒ No Electrical
- ☐ No Landscaping and No Additional Grading after Initial Grading
- ☒ No Fencing
- ☒ No Prime
- ☒ No Seal
- ☒ Work to be done when Weather Ground Conditions Permits Normal Construction Operation
- ☐ Paving to be done per Cal Trans Specifications
- ☒ Project Bid on Full Days Paving. Short Day Paving due to Weather will add Cost to Base Bid.
- ☐ Mobilization- Amount per Bid
- ☐ No Base under Concrete Walks or Slabs
- ☐ No Curb Excavation
- ☒ No Erosion SWPPP Maintenance
- ☒ No Erosion Control
- ☒ No Weed Killer
- ☒ If Existing Utilities or Underground Piping Conflict with the Proposed Utilities, and Relocation or Added Costs Shall be by Owner/Contractor.
- ☐ Meter (Gas, Water, Electric, etc.) by others.
- ☒ Hazardous Material Handling by others
- ☒ Dewatering Work by others
- ☒ No Connections to Rain Water Leaders or Downspouts, No Trench Drains, No French or Apparatus Drains.
- ☐ No Grading for On-Site Walkways
- ☒ No Electrical Demo
- ☒ No Dust Control Permits or Plans
- ☒ No Cost for Traffic Control Plans
- ☐ Addendums Noted 1 thru 4
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

PLEASE ATTACH WITH QUOTE TO CONTRACT

Sierra Equipment Rental, Inc
8176 County Rd. 44
Glenn, CA 95943
Phone# 877-503-6300 Pax# 530-934-2247
License# 804169A

September 16, 2010

General Contractor

Attn: Project Estimator

Re: City of Lodi- Surface Water Treatment Facility

Total Bid

415-559-
9032

1450,000 for
1,740,794.03 incl

Inclusions:

Clear and grub.
Demolition of fence, asphalt, concrete curb & sidewalk.
Asphalt grinding at intersection.
Removal of raised medians at intersection.
Rough grade and finish grade.
Prepare staging area -- 10,000 SF at Raw Water and 10,000 SF at plant.
Stripped topsoil to be left in stockpile for landscaper.
Cobble rock paving.
C1 2 Aggregate base.
Asphalt Paving.
Header Board
Replace of aggregate base & asphalt in Mill's Ave

Conditions:

We have seen the soils report.
We have seen addenda's 1,2,3, & 4
Recycled base rock is utilized throughout this quotation.
Swales are graded only.

See page 2 for exclusions.

Page 2 (Lodi Surface Water Treatment)

Exclusions: Fees, permits, survey and layout, tests, and inspection.

Handling or removal of hazardous or contaminated material.

Removal of ~~any~~ utilities, structures or other demolition. Concrete, underground utilities, above ground piping, **electrical**, fencing, landscaping, and irrigation. Striping, bumpers, or bollards installation, maintenance, or removal of erosion control. Dewatering. Shoring, sheeting or underpinning. **Handling** or removal of spoils from underground. Bond premium, ~~we~~ are bondable at one per **cent**. Temporary or permanent barricades. Tree protection. *Any work at wells.* Removal of staging area's.

At Mill's Avenue **we exclude pipe work**, adjustment of **iron**, stop inlets, handicap **ramps**, and removal of any utilities.

Sierra Equipment Rental, Inc.

BD

9/16/2010

QUANTITY

EQUIP SUB

MATERIAL

LABOR

REF

① DEH install

\$44,580 in est

\$32,000 quote plus 14 BK Mill

(12,580)

<12,580>

② Painting

National → FO Thomas

422,200 - 381,425

<41,275>

③ Drywall / Plaster

Pacific Shores - PCI

92,537 - 185,000

<7,537>

④ Overhead Door

<3,103>

<60495>

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

**PROPOSAL**

Date: September 16, 2010
 To: General Contractor
 Re: Lodi Surface Water Treatment Facility
 Section: 02215 Tank Underdrain and Waterproofing (partial, waterproofing only)
 07176 Liquid Water Repellent (All CMU and Masonry Surfaces.)
 09721 Epoxy Flooring System
 09850 Sprayed Corrosion-Resistant Lining
 09905 Painting and Protective Coatings

Floor Sealer 17,425

We propose to furnish labor, equipment and material to complete the sections listed above. The work will be done with the following clarifications and exclusions. These clarifications and exclusions are an integral part of the proposal and some or all, will become a part of any forthcoming subcontract.

Lump Sum Price.....\$ 364,000.00

Clarifications:

- 1) All structural steel, ferrous & non-ferrous metal, piping and appurtenances, and mechanical items that require field finish will come properly prepared and primed according to relevant sections listed above. This work is to be performed by others and must be completed prior to installation.
- 2) Figured no work at the Well Modifications Sites.
- 3) Concrete coatings figured in this proposal are: Operations building trenches, Chemical Containment area in room 133, Chemical building rooms 200, 201, 202 and 209 floors and trenches.
- 4) Figured to install coating in trenches prior to pipe installation.
- 5) Owner and/or general contractor shall provide power and clean water at no cost.
- 6) Open-air surface prep and painting practices are figured in our bid. Work is figured to be done during good weather months.
- 7) The Architectural painting is figured to be installed per the finish schedule & prior to mechanical, & electrical.
- 8) Concrete should be allowed to cure a minimum of 28 days. Bug holes, form fins, snap ties, & penetrations are to be addressed by the General Contractor.
- 9) F.D. Thomas is a union contractor.
- 10) General contractor and/or owner to acquire and provide all necessary permits.
- 11) Areas scheduled to receive flooring or coatings are figured to be free of other trades and any stored materials or equipment, during the preparation and installation process.
- 12) We have seen 4 addenda.

Exclusions:

- 1) Providing enclosures/containments, ventilation dehumidification or other controls for the environment to perform painting or surface prep work.
- 2) Concrete "Stains" or "Sealers"
- 3) Cleaning, disinfecting, or dewatering.
- 4) Painting of aluminum, bronze, or stainless steel.
- 5) Concrete coatings inside the sedimentation basin.
- 6) Coating or lining of Reverse Filtration Waste Tank.
- 7) Fusion bonded coatings, varnishes, wood stains, lacquers, or fillers.
- 8) Overtime, holiday, inspection, weekend work, or liquidated damages.
- 9) All work associated with concrete finishing, epoxy surfacing/crack injection, concrete hardeners, spall or crack repair.
- 10) Lining of the interior of pipe and/or coating/taping of buried items & appurtenances.
- 11) Identifying, tagging, pipe identification, safety/traffic markings, stenciling, and color coding.
- 12) Coating of dissimilar materials that will be in contact after installation i.e. Aluminum with concrete.
- 13) Application of wax/grease, high heat coatings, or shop applied coatings.
- 14) Moving, handling, and/or replacing any mechanical, structural, electrical, & appurtenances.
- 15) Painting of or above and behind casework, acoustical wall, & ceiling products.
- 16) Repair of substrates, or touch up of trade damage to our work after Complete.
- 17) Grinding, radius grinding, or de-burring of finish welds.

Thank you for the opportunity to provide this quotation, if you have any questions please don't hesitate to contact me.



Mike Kostenko
 F.D. Thomas Inc.
 mk@SHDthomas.com

Estimator
 Office- 541-864-1619
 Cell- 561-301-9919

Mailing: PO Box 4663 • Madford, OR 97501 • Shipping: 217 Bateman Dr. • Central Point, OR 97502
 Phone 541-664-3010 • 1-800-554-3010 • Fax 541-664-1106 • fd@madford@fdthomas.com

TOTAL P.01



NATIONAL COATING & LINING COMPANY
 29885 Second Street, Unit P
 Lake Elsinore, CA 92532
 Telephone: (951) 471-3388
 Fax: (951) 471-3779
 WWW.NC-LC.COM

September 16, 2010

TO: GENERAL CONTRACTOR
 ATTN: ESTIMATING DEPARTMENT

Quote No.: NCLC-1117

Project: City of Lodi Surface Water Treatment Facility
 Section 02215.2.1D, 03348.2.1A.1, 07176.3.4A, 09721 and 09905 - Field Coating Proposal

Ladies and Gentlemen:

We are pleased to submit our proposal to furnish all labor, materials, tools, equipment, taxes and insurance required to perform the work as noted herein.

We note receipt of Addendum No. 1 thru 4

PRICE SCHEDULE/WORK DURATION:

1. Section 02215.2.1D, 03348.2.1A.1, 07176.3.4A, 09721 and 09905 - Field Coating Proposal
 Total Lump Sum for Project \$422,700.00 Estimated Work Days 188 Days

SCOPE OF WORK:

This proposal is based on the following work scope:

Floor Sealer
Section 02215.2.1D, 03348.2.1A.1, 07176.3.4A, 09721 and 09905 - Field Coating Proposal

1. Prepare per SSPC SP-13 and apply concrete sealer to floors per 03348.2.1A.1
2. Prepare per SSPC SP-13 and apply Hydroblock to exposed concrete and CMU wall Operations and Chemical Buildings per 07176.3.4A
3. Prepare per SSPC SP-13 and apply epoxy coating to concrete floors in Chemical Building as noted in plans and per 09721
4. Prepare per SSPC SP-1 & SP-2 and coat bollards and doors per 09905
5. Prepare per SSPC SP-1 & SP-2 and finish coat exposed pump casings, valves, pipes and appurtenances per 09905
6. Prepare per SSPC SP-1 & SP-2 and finish coat structural steel, joists and pipe racks per 09905
7. Prepare per SSPC SP-7, prime and finish coat pipe supports and interior exposed under side of galvanized decking for hallway room 129, exterior exposed under side of galvanized decking for Raw Water Pump Station, Operations Building, Chemical Building and High Service Pump Station per 09905
- a. Prepare per SSPC SP-1, SP-2 & SP-3, intermediate and finish coat exterior of hydroneumatic tank per 09905
9. Paint interior gypsum board per 09905
10. Waterproofing below grade concrete wall of Treated Water Storage Tank as noted on sheet P502 per 02215.2.1D

SCOPE OF WORK: Additive

1. Reverse filtration waste tank. Interior prepare per SSPC SP-7 and finish coat interior. Exterior prepare per SSPC SP-1, SP-2 & SP-3, intermediate and finish coat per 09905

Total Lump Sum for Project \$36,800.00 Estimated Work Days 12 Days

September 16, 2010

City of Lodi Surface Water Treatment Facility
Section 02215.2.f.D.03348.2.1A.1, 07176.3.4A, 09721 and 09905 - Field Coating Proposal
Page Two

EXCLUSIONS:

1. Testing, removal or disposal of hazardous materials.
2. Grinding of **welds**, weld splatter and sharp edges.
3. Crack, concrete and **CMU** repair.
4. Equipment and factory coating repair.
5. Coating for aluminum and dissimilar materials.
6. Caulking.
7. **Coating** of Interior, buried or encased pipe.
8. **Pipe / Valve / Equipment** Identification.
9. Fusion bonded **epoxy**, powder **coat** and wax coating.
10. Coating **for** HVAC and electrical.
11. **Blasting** or removal of shop **coating**.
12. Coating of **existing** surfaces.
13. Third party **inspection** services.

COMMENTS AND NOTATIONS:

1. Costs for Payment and Performance Bonds are excluded. **If Bonds required, add 1.6% to total bid cost.**
2. All new ferrous metals are to be properly shop prepared and primed by others (by **your fabricator/supplier**).
3. Payment terms Net 30 days based on progress **billings** from the date of our invoice. **Retention** percentage to be reduced **from** 10% the first 12 months, then **to** 5% **the remaining** course of the contract. **Final** retention withheld due and payable **within** 30 days from our site completion.
4. **Permits and fees**, if required, are excluded.
5. Any repairs required to completed work damaged by others, shall be repaired at the sole expense of the General Contractor.
6. One **site mobilization and demobilization** Included. Site **mobilization** fee will be initially billed at no more than 5% of the total contract value.
7. This proposal **is** based on working straight **time** working **hours**. **No overtime** or **premium time** **is** included.
8. **General Contractor** to **release** sufficient areas **of** work to facilitate estimated production **rates**.
9. Structural steel and joists to **be** coated **prior** to **installation** of galvanized decking.
10. General Contractor to provide electricity, potable water and sanitary facilities at **no** cost to NCLC.
11. Based on mutually agreeable contract terms and conditions.
12. Proposal valid for 120 **days**.

We hope that you find this proposal acceptable and we look forward in working with your company on this project,

Should you have any **questions** regarding this **proposal**, please do not **hesitate** to contact the undersigned.

Very truly yours,

NATIONAL COATING & LINING COMPANY



Sean Donegan
Estimator

Tony Anset
Tom Anset - x110

Office: (951)471-3388 Ext. 113
Cell: (562)449-5455
Email: seandonegan@socal-pacific.com

NATIONAL COATING & LINING COMPANY



Department of Consumer Affairs
Contractors State License Board

Contractor's License Detail - License # 886430

 **DISCLAIMER:** A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- » CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- » Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- » Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- » Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	886430	Extract Date: 7/8/2010				
Business Information	SOCAL PACIFIC CONSTRUCTION CORP dba NATIONAL COATING & LINING COMPANY					
Business Information	P O BOX 267 LAKE ELSINORE, CA 92530-9998					
Entity:	Corporation					
Issue Date	10/27/2006					
Expire Date	10/31/2010					
License Status	This license is current and active. All information below should be reviewed.					
Additional Status:						
Classifications:	<table border="1"><thead><tr><th>CLASS</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td>c33</td><td>PAINTING AND DECORATING</td></tr></tbody></table>		CLASS	DESCRIPTION	c33	PAINTING AND DECORATING
CLASS	DESCRIPTION					
c33	PAINTING AND DECORATING					
Bonding:	CONTRACTOR'S BOND This license filed Contractor's Bond number 737221C in the amount of \$12,500 with the bonding company DEVELOPERS SURETY AND INDEMNITY COMPANY. Effective Date: 1/2 <u>Contractor's Bonding History</u>					
Workers' Compensation:	BOND OF QUALIFYING INDIVIDUAL 1. This license filed Bond of Qualifying Individual for \$737222C for UNSELL TOMMY in the amount of \$12,500 with the bonding company DEVELOPERS SURETY AND INDEMNITY COMPANY. Effective Date: 01/01/2007 <u>BQI's Bonding History</u>					

<https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/LicenseDetail.aspx?LicNum=886...> 7/8/2010

Policy Number:3300054680092

Effective Date: 01/01/2010

Expire Date: 01/01/2017

[Workers' Compensation History](#)

Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List **Other Licenses**

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State of California • Department of General Services • Arnold Schwarzenegger, Governor

PROCUREMENT DIVISION

Office of Small Business and DVBE Services

707 Third Street, 1st Floor, Room 400 • PO Box 989052

West Sacramento, California 95798-9052 • (800) 559-5529

Feb 17, 2010

SB APP

COPY

RECEIVED FEB 22 2010

Supplier #39380
SOCAL PACIFIC CONSTRUCTION CORP
29885 2ND ST UNIT J
LAKE ELSINORE CA 92532

Dear Business Person:

Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

Certification Period

From Feb 17, 2010 to Feb 28, 2011

Business Types

Construction

Classifications

471015 - Water treatment and supply equipment
721110 - Single family dwelling construction services
721111 - Multiple unit dwelling construction services
721211 - Commercial and office building construction services
721215 - Industrial plant construction services
721511 - Plumbing construction services
721513 - Painting and paper hanging services

Proof of Certification Status

To verify your firm's small business certification status go to <http://www.eprocure.dgs.ca.gov/default.htm> and select "SB/DVBE Search."

Annual Submission Requirement

To maintain your certified status, you must annually submit to the office of Small Business and DVBE Services (OSDS), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Certification Renewal

A renewal application will be mailed to you prior to the expiration of your small business certification. If you do not receive an application, please call us so that you may timely renew your certification.

If you have any questions, please contact me at 800.559.5529 (Procurement Division receptionist) or 916.375.4940 (OSDS receptionist), by email demeshia.swanson@dgs.ca.gov or by fax 916.375.4950. The Procurement Division oversees many programs that further state contracting participation. For more information regarding these programs, visit our website at www.pd.dgs.ca.gov/smbus or visit the Procurement Division's website at www.dgs.ca.gov/pd.

Sincerely,

Demeshia Swanson
Certification Officer
Office of Small Business and DVBE Services

California Certification Report

39380 - SOCAL PACIFIC CONSTRUCTION CORP - SB

Legal Business Name	SOCAL PACIFIC CONSTRUCTION CORP		
Doing Business As	SOCAL PACIFIC CONSTRUCTION CORP		
Address	29885 2ND ST UNIT J	Phone	(951) 674-1030
	LAKE ELSINORE, CA 92532	FAX	(951) 674-8124
Email	tony@socal-pacific.com		
Web Page			
Active Certifications	SB Feb 17, 2010 - Feb 28, 2011		
Business Types	Construction;		
Classifications	[471015] Water treatment and supply equipment		
	[721110] Single family dwelling construction services		
	[721111] Multiple unit dwelling construction services		
	[721211] Commercial and office building construction services		
	[721215] Industrial plant construction services		
	[721511] Plumbing construction services		
	[721513] Painting and paper hanging services		
Keywords	GENERAL ENGINEERING GENERAL CONTRACTOR PAINTING AND DECORATING		



CITY OF LODI, CALIFORNIA

REQUISITION ORDER

Budget Division
PurchasingPO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1

Date 09/28/10

Purchase Order 322-000 OR

Fund 3

Buyer

INVOICE TO EESHTTO
CITY OF LODI
Accounts PayableORDER DATE 09/23/10
F.O.B. / SHIP VIA FOB - Our Dock

SHIP TO


Pall Corporation

City of Lodi
Surface Water Treatment Facility
2001 West Turner Road
Lodi CA 95242

COPY

Vendor#	3	REQUESTOR	Gary Wiman, Const. Proj. Eng. 209.333.6800 ext. 2054
---------	---	-----------	--

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
Provide Membrane Filtration System for the Surface Water Treatment Facility as per the Procurement Specifications for Membrane Filtration System dated June 2010 and the attached Revised Section #1 and Addendum #1 dated August 31, 2010. Proposal signed September 15, 2010 and received by the City of Lodi on September 16, 2010.					
Design Engineering Services (Shop Drawing Preparation, Submittal), and Approval by Engineer.	1	LS	150,000.0000	LS	150,000.00
Complete Membrane Filtration System as specified in Section 11301.	1	LS	3,302,159.0000	LS	3,302,159.00
Special services, including travel, installation assistance (40 hours on site minimum), operator training (16 hours on site training minimum), start-up (24 hours minimum), and testing (24 hours minimum), as specified in Sections 01650 and 11301.	1	LS	121,475.0000	LS	121,475.00
Delivery to SWTF Site	1	LS	36,555.0000	LS	36,555.00

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
APPROVED BY 	DATE		

☐ PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.




CITY OF LODI, CALIFORNIA

REQUISITION ORDER

Budget Division
Purchasing
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 2
Date 09/28/10
Purchase Order 322-000 OR
Fund 3
Buyer _____

INVOICE TO BE SENT TO: CITY OF LODI Accounts Payable PO Box 3006 Lodi, CA 95241-1910	ORDER DATE	09/23/10
	F.O.B. / SHIP VIA	FOB - Our Dock
	SUPPLIER CONTACT	

SHIP TO

Pall Corporation
25 Harbor Park Drive
Port Washington NY 11050

City of Lodi
Surface Water Treatment Facility
2001 West Turner Road
Lodi CA 95242

Vendor#	3	REQUESTOR	Gary Wiman, Const. Proj. Eng. 209.333.6800 ext. 2054
---------	---	-----------	--

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
Bonds and Insurance coverage required as per the Procurement Agreement.					
Delivery schedule to be coordinated with the Surface Water Treatment Facility Project Construction Contractor and as required by the Procurement Agreement Schedule					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days Net 30 Days	8.750	315891.53	3,926, 0a0. 53
APPROVED BY	DATE		

A) Reauest For Proposal

- 1) The City of Lodi requests a proposal for the purchase of Pall Membrane Filtration System for the City of Lodi Surface Water Treatment Facility (SWTF) as described and required in these documents for a complete and operational system.
- 2) Proposal shall be plainly marked **“Proposal –Surface Water Treatment Facility”**. Proposal is due **by 5:00 p.m. on September 17, 2010**.
- 3) Proposal shall be submitted To:
City of Lodi Public Works Department
c/o Gary Wiman
(If delivered by FedEx, UPS, or courier): (If delivered by mail):
221 West Pine Street P O Box 3006
Lodi, CA 95240 Lodi, CA 95241-1910
- 4) Questions should be directed to Gary Wiman, Construction Project Manager, at (209) 333-6706, by fax (209) 333-6710 or email at gwiman@lodi.gov.

B) PROPOSAL FORM

- 1) The proposal form is included in Section **“N”**.
- 2) The proposal must be signed with the full name and address of the supplier, by an authorized representative of the company.

C) Contract

- 1) The Contract Documents include all the documents included with this request for proposal; including but not limited to:
 - a) Section 1 Procurement Documents
 - b) General Conditions
 - c) Performance Bond Form
 - d) Section 00301 Parameters
 - e) Section 01010 Summary of Work
 - f) Section 01340 Submittals
 - g) Submittal Transmittal Form
 - h) Section 01600 Shipment
 - i) Section 01650 System Start-up
 - j) Section 01664 Training
 - k) Section 01700 Contract Closeout
 - l) Section 01730 Operation
 - m) Section 01740 Warrantee
 - n) Section 11301 Integrated Membrane System
 - o) Appendix A – P & IDs

- 2) Contract will be a lump sum price.
- 3) The Contract may include alternate/optional pricing items.
- 4) The supplier will be issued a purchase order for the purchase and delivery of the equipment included in the contract.
- 5) The supplier shall furnish a faithful performance bond in the amount of one hundred percent (100%) of the purchase order price. The form of the bond shall be as shown in these contract documents and shall be provided by a bonding company licensed to issue such bonds in the State of California.

D) DELIVERIES OF SUBMITTALS AND EQUIPMENT

1) All submittals shall be delivered to:

City of Lodi Public Works Department
Attn: Gary Wiman
221 W. Pine Street
Lodi, California 95240

during normal receiving hours, 8:00 a.m. – 5:00 p.m., Monday through Friday, excluding holidays.

- a) Supplier shall prepare and submit six (6) sets of all submittal data required by the City of Lodi, including, without limitation, all shop drawings, product data, performance information, or other submittals ("Submittals"), **Submittal Part 1**: shall be within **forty-five (45)** calendar days of issuance of a purchase order by the City of Lodi. Supplier shall have fourteen (14) calendar days to resubmit the Part 1 Submittal after receipt of the returned submittal. **Submittal Part 2**: shall be within **forty-five (45)** calendar days of receipt of the approved part 1 submittal. Supplier shall have fourteen (14) calendar days to resubmit the Part 2 Submittal after receipt of the returned submittal.
- b) It shall not be incumbent upon City of Lodi to discover any mistakes, errors, or deviations from the requirements of the Contract in the Submittals. Supplier shall specifically identify any deviations in the transmittal document accompanying the Submittal. Final approval of Supplier's Submittals shall not relieve Supplier from responsibilities for unauthorized changes, deviations, omissions or other errors of any sort, or the failure of the materials to comply with the Contract requirements. Any requested re-submittals shall be made within the time designated by City of Lodi. The time for equipment delivery shall not be extended for delays in the submittal process unless City of Lodi grants such a time extension. Supplier shall also timely furnish Operations and Maintenance manuals in accordance with the requirements of the City of Lodi.

2) All equipment shall be delivered to:

City of Lodi
Surface Water Treatment Facility
2001 W. Turner Road
Lodi, Ca 95242

- a) **Supplier shall deliver all of the equipment covered by this Purchase Order to the Lodi SWTF no later than one hundred twenty (120) calendar days after Supplier's receipt of approved submittal Part 2 or written release for manufacturing from**

the City of Lodi. Supplier must also ship any items that are embedded in concrete or installed below grade no later than thirty (30) calendar days after written release for manufacturing from the City of Lodi. Delivery schedule shall be coordinated and may be altered by mutual written agreement to meet the SWTF project construction schedule.

b) All equipment and materials shall be shipped F.O.B. Lodi SWTF.

- c) Supplier shall coordinate with the Owner's installation contractor for the exact delivery schedule for the various parts and pieces of equipment as needed to meet the contractor's construction schedule.
- d) Supplier shall include a line item in the proposal for storage of equipment, prior to shipment, should the SWTF project encounter delays. Such storage shall be for a period of 6 months.
- e) Supplier shall not be liable for unavoidable delays in shipment of equipment and materials caused by, but not limited to, acts of God, acts of the City of Lodi, acts of public utilities, fire, flood, epidemics, strikes, provided the Supplier notifies the City of Lodi in writing of any unavoidable delay. No time extension of shipments will be granted from the City of Lodi unless this notification is received in writing within ten (10) calendar days following occurrence.

3) The Supplier shall have a total of 238 calendar days from issuance of the Purchase Order to delivery of all equipment, as stated in items 1 and 2 above, not including 21 days for Owner review of submittals as stated in the Submittal Specification Section. The Days are calculated as:

Part 1 Submittal:	45 days
Resubmit Part 1 Submittal:	14 Days
Part 2 Submittal:	45 Days
Resubmit Part 2 Submittal:	14 Days
<u>Fabrication and Delivery:</u>	<u>120 Days</u>
Total Supplier Contract Days:	238 Calendar Days

E) PRICES

- 1) All quoted prices for the Proposal shall be current and firm for at least 90 days after date of proposal.

F) DEFINITIONS

I) Whenever the following terms, pronouns in place of them, or initials of organizations appear in the contract documents, they shall have the following meaning:

- a) Days – "Days", means calendar day.
- b) Furnish – "Furnish", means the manufacture and shipment of materials to the jobsite.
- c) Install – "Install", wherever and in whatever manner used, shall mean the installation complete in place of any item, equipment, or material.
- d) Installation Contractor – "Installation Contractor" means the entity that shall be responsible for the installation of the materials and equipment covered under this contract.

- e) Proposer – "Proposer" shall mean Pall Corporation
- f) Supplier – "Supplier", shall mean an individual, partnership, firm, or corporation, or legally constituted Joint Venture entering into an agreement with the Owner, Contractor or subcontractor for furnishing a portion of the work which requires no labor at the job site for the purpose of installing any item, equipment, or material supplied, other than common carriers with the exception of certain specified on-site services as may be described herein.
- g) Owner – "Owner" wherever and in whatever manner used, shall mean the City of Lodi, California.
- h) Provide – "Provide", wherever and in whatever manner used, shall be understood to mean provide complete in place, that is, furnish and install.

G) SALES AND USE TAXES

- 1) All quotations submitted shall include 8.75% California Sales or Use Taxes, and all sales shall be subject to California Sales or Use Taxes in effect at the time of transaction. Sales Tax must be shown on a separate line item of the proposal.
 - 2) Contractor shall obtain a "Job Site Sub-Permit so that local sales tax may be allocated to the City of Lodi. For assistance or issues related to this item Contact Jordan Ayers
Deputy City Manager/Internal Services Director
City of Lodi
221 W Pine Street
Lodi, CA 95240
Phone (209) 333-6700
Fax (209) 333-6807
E-Mail jayers@lodi.gov
- a) Schedule "F" is attached

H) PAYMENTS

- 1) Invoices shall be submitted only for items and quantities ordered for release and delivery, and delivered subsequent to such order release, and shall indicate sales or use taxes as separate items apart from the cost F.O.B. point of delivery. Purchaser's item description and release number shall appear on all invoices. All invoices shall be rendered in duplicate.
- 2) Full payment by the purchaser shall not release supplier of the responsibility to fully carry out all bid obligations nor be construed by supplier as acceptance of the work hereunder by purchaser.
- 3) Work included in this contract shall be paid for as follows:

Work Item	Percent of Contract Price
-----------	---------------------------

Work Item	Percent of Contract Price
-----------	---------------------------

I) **GUARANTEES**

- 1) In addition to any or all guarantees mentioned elsewhere herein, the supplier shall replace, at no expense to the City of Lodi, any materials or equipment that contain defects due to faulty material, workmanship or design, within a period of two (2) years after the materials or equipment have been accepted by the City. The guarantee shall include all shipping and transportation costs associated with the repair or replacement of materials.
- 2) Where manufacturers' warranties exceed two years, said warranties shall remain in effect for the full period of the warranty.

J) **PURCHASES**

- 1) Any transaction made pursuant to this proposal and subsequent contract shall be covered by City of Lodi Purchase Order, and all terms included in the Proposal, and Specifications, shall be binding.

K) **LIQUIDATED DAMAGES**

- 1) Time is of the essence and the Contract will contain liquidated damages of \$300.00 per day for late submittals and \$1,000.00 per day for late equipment delivery. See **EQUIPMENT SUBMITTALS AND DELIVERY** for contract time schedule.

L) **Acknowledgements:**

- 1) Proposer accepts the mutually agreed upon provisions of the Project Manual as to liquidated damages in the event of its failure to furnish the Membrane System in accordance with the schedule set forth in the Project Manual.
- 2) The Proposer acknowledges that they are a provider of a membrane system that incorporates proprietary design features. The Proposer recognizes that because of inherent differences in the proprietary membrane, the Project Manual includes both equipment that is proprietary to the Proposer and requirements for equipment that is used in municipal water treatment plants. The Proposer shall include all items necessary for a complete and operational membrane filtration system.
- 3) The Proposer acknowledges that during the development of the Proposal, the Proposer has established design, operational and equipment requirements specific to the Project. The Proposer warrants that the establishment of such design criteria is based upon the water quality data provided and/or site-specific considerations of the City.
- 4) The Proposer acknowledges that they have reviewed the specified design criteria and that the Proposal offered will meet the design and operational criteria as described in the Project Manual. In submitting the Proposal, the Proposer agrees to provide the Membrane System to meet or exceed the requirements required by the Project Manual.

- 5) The Proposer acknowledges that to provide the City with operating cost information; the Proposer will include a life cycle cost evaluation as described in Section 00301.

I) 's Representations:

- 1) In submitting this Proposal, Proposer represents that:
- a) Proposer has examined and carefully studied the Project Manuals, the other related data identified in the Project Manual, and the following Addenda, receipt of all of which is hereby acknowledged.

Addendum No. Addendum Date
1 8/30/10 Attached.
 - b) If specified, or if in Proposer's judgment, any local condition may affect cost, progress or the furnishing of the Membrane System, Proposer has visited the Project Site and become familiar with and is satisfied as to the local conditions that may affect cost, progress, or the furnishing of the Membrane System.
 - c) Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and the furnishing of the Membrane System.
 - d) Proposer has carefully studied and correlated the information known to Proposer, and information and observations obtained from Proposer's visits, if any, to the Project Site with the Project Manual.
 - e) Proposer has given Engineer written notice of all conflicts, errors, omissions, ambiguities, or discrepancies that Proposer has discovered in the Project Manual, and the written resolution thereof by the Engineer is acceptable to Proposer.
 - f) The Project Manuals are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Membrane System for which this Proposal is submitted.
 - g) Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any Proposals or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any individual or entity to refrain from Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
- 2) The undersigned Proposer proposes and agrees to furnish the Membrane System as specified or indicated in the Project Manual for the prices and within the times indicated in this Proposal and in accordance with the other mutually agreed upon terms and conditions of the Project Manual.

N) Procurement Proposal:

Procurement of Membrane Filtration Equipment and Special Services: Cost for complete Membrane System as specified in these contract documents for the City of Lodi Surface Water Treatment Facility.

**SURFACE WATER TREATMENT FACILITY
PALL MEMBRANE FILTRATION SYSTEM**

**SECTION I, PAGE 7
Procurement Documents**

ITEM NO.	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
----------	-------------	------	-----	-------	-------

2	Complete Membrane Filtration System as specified in Section 11301.	LumpSum	1	\$	<u>\$3,302,159</u>
3	Special services, including travel, installation assistance (40 hours on site minimum), operator training (16 hours on site training minimum), start-up (24 hours minimum), and testing (24 hours minimum) as specified in Sections 01650 and 11301.	Lump Sum	1	\$	<u>\$121,475</u>
	On site hourly labor rate	Hour		\$	<u>150</u>
4	Delivery to SWTF Site	LumpSum	1	\$	<u>\$36,555</u>
5	Sales Tax	LumpSum	1	\$	<u>\$315,892</u>
TOTAL Proposal (Items 1, 2, 3, 4 and 5) COST					<u>\$3,926,081</u>

Three million nine hundred twenty six thousand eighty one Dollars
(words)

SUPPLIER:

Pall Corporation

By: [Signature]

Date: 9-15-2010

CEO

Title

(CORPORATE SEAL)

RECEIVED

SEP 16 2010



CITY OF LODI
PUBLIC WORKS DEPARTMENT

SCHEDULE F
DETAILED ALLOCATION BY CITY OF 1% COMBINED STATE
AND UNIFORM LOCAL SALES AND USE TAX

General: Schedule F is used by various industries to allocate the local sales and use tax to the proper jurisdiction pursuant to the Revenue and Taxation Code. See below for the type of business for which you are reporting local tax.

Lessors of Motor Vehicles

Section 7205.1 of the Revenue and Taxation Code provides that lessors of motor vehicles **must** allocate the local tax due on certain leases to the jurisdiction of the new motor vehicle dealer from whom the lessor acquired the leased vehicle on Schedule F. The following chart summarizes the Schedule F reporting requirements for leases of motor vehicles* purchased from a new motor vehicle dealer:

California lessor (other than a new motor vehicle dealer or "leasing company" as defined")	California dealer's sales location (Schedule F)	Lessor's sales location
Out-of-State lessor	California dealer's sales location (Schedule F)	Lessee's place of registration (Schedule B)

Other Important Information Regarding Leases

Assigned Leases. The place of allocation will remain the same for the duration of the lease, even if the lessor sells the vehicle and assigns the lease contract to a third party. Accordingly, if you are a lessor who assigns lease contracts to another lessor, you are required to provide the lessor with copies of the original purchase contract for each vehicle and/or copies of prior schedules showing how the use tax has been allocated.

Courtesy Deliveries. If a lease by an out-of-state lessor involves a courtesy delivery from an in-state inventory by a California new motor vehicle dealer, the 1% combined state and local use tax on that lease should be allocated on Schedule F.

Special Tax Districts. Section 7205.1 *does not* affect the application of district taxes reported on Schedule A of your sales and use tax return. The district use tax due on motor vehicle leases continues to be allocated to the place where the vehicle is registered.

Purchases and/or Sales of \$500,000 or More Subject to Use Tax

• **Persons Making Sales in Interstate Commerce to California Customers**

Sales of goods delivered in interstate commerce with title to the property passing to a California purchaser at a point outside of California are subject to 1% combined state and local use tax. For transactions of \$500,000 or more, by sellers engaged in business in California, the 1% combined state and local use tax **should** be reported on Schedule F to the jurisdiction where the goods are delivered. Sellers **not** engaged in business in California but who voluntarily collect and report use tax may report the 1% combined state and local tax on transactions of \$500,000 or more on Schedule F, but they are not required to do so.

• **Persons Making Ex-tax Purchases of \$500,000 or More*****

A person who purchases tangible personal property without payment of the 1% combined state and local use tax is liable for the combined state and local tax on such purchases. If the purchase price is \$500,000 or more, and the property is first functionally used at a location for which a seller's permit is not required, the 1% combined state and local use tax should be reported on Schedule F. You can obtain a Schedule F and many other forms from the Board's website at www.boe.ca.gov.

*** If the property is used at a location for which a seller's permit is not required, and is a purchase of less than \$500,000, report the amount on Schedule B, Detailed Allocation by County of the 1% combined state and uniform local sales and use tax.

IF YOU HAVE QUESTIONS REGARDING THE COMPLETION OF THIS SCHEDULE,
PLEASE CONTACT OUR INFORMATION CENTER AT 800-400-7115.

**SCHEDULE B - DETAILED ALLOCATION BY COUNTY OF 1% COMBINED STATE AND
UNIFORM LOCAL SALES AND USE TAX**STATE OF CALIFORNIA
BOARD OF EQUALIZATION**DUE ON OR BEFORE****[F O I D]**

YOUR ACCOUNT NO.

PLEASE READ INSTRUCTIONS ON BACK
BEFORE PREPARING THIS SCHEDULE

Combined state and uniform local sales and use tax on retail sales of merchandise (not involving installation) made at your permanent place of business in California or combined state and local tax on property purchased ex-tax and used at this place of business should be entered on line B2 below the county schedule.

A	B	C	A	B	C
COUNTY IN WHICH TAXABLE TRANSACTION OCCURRED	CODE	AMOUNT OF 1% COMBINED STATE AND LOCAL TAX	COUNTY IN WHICH TAXABLE TRANSACTION OCCURRED	CODE	AMOUNT OF 1% COMBINED STATE AND LOCAL TAX
ALAMEDA	01	.00	PLACER	31	.00
ALPINE	02	.00	PLUMAS	32	.00
AMADOR	03	.00	RIVERSIDE	33	.00
BUTTE	04	.00	SACRAMENTO	34	.00
CALAVERAS	05	.00	SAN BENITO	35	.00
COLUSA	06	.00	SAN BERNARDINO	36	.00
CONTRA COSTA	07	.00	SAN DIEGO	37	.00
DEL NORTE	08	.00	SAN FRANCISCO	38	.00
EL DORADO	09	.00	SAN JOAQUIN	39	.00
FRESNO	10	.00	SAN LUIS OBISPO	40	.00
GLENN	11	.00	SAN MATEO	41	.00
HUMBOLDT	12	.00	SANTA BARBARA	42	.00
IMPERIAL	13	.00	SANTA CLARA	43	.00
INYO	14	.00	SANTA CRUZ	44	.00
KERN	15	.00	SHASTA	45	.00
KINGS	16	.00	SIERRA	46	.00
LAKE	17	.00	SISKIYOU	47	.00
LASSEN	18	.00	SOLANO	48	.00
LOS ANGELES	19	.00	SONOMA	49	.00
MADERA	20	.00	STANISLAUS	50	.00
MARIN	21	.00	SUTTER	51	.00
MARIPOSA	22	.00	TEHAMA	52	.00
MENDOCINO	23	.00	TRINITY	53	.00
MERCED	24	.00	TULARE	54	.00
MODOC	25	.00	TUOLUMNE	55	.00
MONO	26	.00	VENTURA	56	.00
MONTEREY	27	.00	YOLO	57	.00
NAPA	28	.00	YUBA	58	.00
NEVADA	29	.00			
ORANGE	30	.00			

B1. Total 1% combined **state** and **local** tax for **all** counties listed above B1. \$0082. Total 1% combined **state** and **local** tax on sales made and merchandise
consumed at your permanent place of business in California. (Do not include
any tax allocated to the above counties) B2. \$00BOARD USE ONLY
Tax Area Code

B3. Total 1% combined state and local tax reported on Schedule I B3. \$36,10200

B4. Total 1% combined state and local tax reported on Schedule I B4. \$00

B5. Total 1% combined **state** and **local** tax liability (add lines B1, B2, B3, and B4)
This total tax must agree with line 17 on the return form 85. \$00

Exceptions & Clarifications

Addendum #1 August 31, 2010

Project Title / Location

Lodi, California

Original Issue Date: 30-Jun-10

Specification Sections

AIJ

Current File Revision is: 00

Specification Dated

1-Jun-10

Specification Addendum

Name

No.	Specification Reference			Comment Category	Specification Statement of Concern	Disposition	Comments	HDR/CITY Response
	Section	Page	Paragraph No.					
1	11301	14	2.4.C.4.f.6	IT air	Spare connections on DIT air line to allow Buyer to attach an air hose to the line for testing of leaking modules	Exception	Pall's system does not have this function. Pall does not recommend additional tie in to the air line because of potential of foreign debris. Also, this is not required for Pall IT process.	Agree - will be deleted by addendum.
2	11301	19	2.6.D.1.f.2.b	Unit PLCsan alarm shall be annunciated from the Unit PLC to the System PLC.	Exception	Taken to mean a PLC is to be present on each filtration skid. PALL standard (proposed) control architecture includes a single PLC located in a master control panel with distributed I/O in the process area as necessary.	Agree - will clarify by addendum.
3	11301	2	1.2.E.14.a	PLC Coordination	Coordinate interfaces of furnished PLC and other Buyer provided PLC and SCADA equipment.	Clarification	PALL standard is to provide an Ethernet port for connection to plant scada system. The connection and any required integration is by others.	Accepted
4	11301	20	2.7.F.3	Process	Initiation of the storage and flushing of the Unit shall be automatic upon initiation by the operator	Clarification	The MF unit holdup procedure is not a standard built-in function. However, it is usually done with an aborted EFM procedure which requires minimal input from the operator.	Accepted
5	11301	24	2.6.N.4.3.a	Chemical Transfer Pump Controls	Provide units capable of both hand control at pumps and automatic control via 4-20 mA input from the Sellers and/or plant control system.	Clarification	Hand control at the pump is not provided. Manual or hand control can be accomplished at the solenoid valve manifold for the pump. Automatic control from the plant control system is part of the system integration which is by others.	Accepted
6	11301	21	J.6.	Skids	Provide common, lipped base plate mounting for equipment and equipment motor where said mounting is a Seller's standard option. Provide drain connection for 3/4 IN PVC tubing.	Clarification	Lipped baseplates not provided on all pump skids.	Accepted
7	11301	24	2.7.N.5	Pump accessories	Calibration column	Clarification	Calibration columns are not shown on the drawings so Pall assumes that they are not required. Since a flowmeter is provided for each chemical, a calibration column will not be necessary.	Agree - will clarify by addendum.
8	11301	26	3.a.I)	XLPE Tanks	1) Function: MF Backwash Sequence, CIP/EFM, Neutralization (XLPE).	Clarification	XLPE tanks not recommended for our chemical solution tanks.	Will change to HDPE by addendum.
9	11301	29	2.6.Q.4.b.1	Compressor Controls	Equipment shall include an integral control panel containing all switches and operational data displays for temperature dew-point, motor overload status, hour run meters, and service indicators.	Clarification	The compressor control panels are as provided by the compressor manufacturer. Dew point is measured in the common compressed air line prior to the air receiver. Monitoring of the dewpoint is accomplished by the filtration system plc.	Dew point is on Pall CP not the compressor CP.

Specification Addendum

None								
No.	Specificatio		Reference	omment Category	Specification Statement of Concern	isposition	Comments	HDR/CITY Response
	Section	Page	'aragraph No.					
10	11301	29	7 Q 3 a	ir dryer	Rate air dryers in accordance with the standard rating conditions of the National Fluid Power Association for class H dryers	Exception	The dryers internal to the Atlas Copco compressors do not meet NFPA. This is usually not a requirement for municipal water plants.	Agree - will clarify by addendum.
11	11301	29	7 Q 4 b 2	ir compressors	Oil-free or oil-less design	Exception	The lubricant used on Pall's standard Atlas Copco compressors are food grade. Please accept.	Specification allows for food grade oil if approved by CDPH.
12	11301	29	7 Q 4 b 4	ir compressors	Vibration isolators	larification	Vibration isolators called out here are for reciprocating machines. Vibration isolators are internal to the Atlas Copco compressors. Specification typo "internal" to "interval".	Accepted
13	11301	29	7 Q 4 c 2	ir receiver	A separate ASME code air receiver shall be supplied for control and instrumentation air systems for membrane system that use air in the backwashing of the membrane	larification	Pall's system only needs 1 air receiver for proper operation. Up sizing the receiver can alter the compressor loading and unloading settings.	Accepted - one receiver shown on the P&ID
14	11301	3	2.K.7.a	aseline permeability	Baseline permeability of no less than 10 GFD/psi	Exception	The expected baseline clean permeability will be in the 7-9 GFD/psi range.	Pall to revise to 9 to 10 GFD/psi range.
15	11301	3	5.B.1.c	Jet Testing	Requires certification of wet testing of each module conducted at the Supplier's facilities.	larification	Wet testing done as site of module manufacture, not necessarily Pall's fabrication facility.	Accepted
16	11301	31	8.A.9.c	otor Efficiency	Meet NEMA MG 1 (NEMA Premium) efficiencies.	Exception	Air compressor system not supplied with premium efficiency motor.	Accepted
17	11301	33	9.B	LC Architecture	There will be 8 major membrane system control panels with input/output as follows. These panel PLCs shall be interconnected with Ethernet to the Master PLC in the Master Filter Control Panel.	Exception	Taken to mean a PLC is to be present on each filtration skid. PALL standard control architecture includes a single PLC located in a master control panel with distributed I/O in the process area as necessary.	Intent of documents is 1 master PLC with RIO panels as needed.
18	11301	35	10.A	lant Integration	Buyer will provide a Plant SCADA System for monitoring and control of plant systems not furnished by Seller. Membrane Filtration System monitoring shall be integrated into this plant SCADA System. 1. The HMI will provide central monitoring and control capabilities for the entire plant; for all Seller furnished systems as well as for systems furnished by others, including 25 remote City wells.	larification	Pall has included 100 Hours of programming integration. Any work required above this scope will be charged as an adder. This will allow adequate labor per scope of work requested	Accepted - Pall will not be programming or configuring the plant SCADA. They need to provide PLC register information to the plant integrator and assistance on SCADA screens.
19	11301	35	10.C.2	IT Hardware	Provide an integral operator interface for local data and alarm indication.	larification	PALL will provide a single operator interface located in the main control panel. No operator interface will be provided at the individual filtration skids.	Accepted

Exceptions & Clarifications

Addendum #1 August 31, 2010

Project Title / Location
Lodi, California
Specification Sections
II
Specification Dated
Jun-10
Specification Addendum
None

Original Issue Date: 30-Jun-10

Current File Revision is: 00

No.	Specification Reference			Comment Category	Specification Statement of Concern	Disposition	Comments	HDR/CITY Response
	Section	Page	Paragraph No.					
20	11301	36	2.12 A 6	Piping	Bushing will not be allowed	Clarification	Pall's standard design uses a minimum number of bushings to change line sizes. There are only a few on each valve rack and they are all 1" or smaller. They are also used for pipe size change on transfer skid and circulation skid if they are required.	Accepted
21	11301	41	2.12.B.1.b	Limit Switches and Beacons	Automated system valves shall be provided with pneumatic valve operators, limit switches, and beacons.	Exception	Not all automated valves provided by PALL are equipped with limit switches. See P&ID for locations. CLARIFICATION: Valve actuators supplied by PALL are provided with visual position indicators that comply with the intent of the beacon requirement.	Accepted
22	11301	41	2.12.B.3.c	Manual Valve Override	Actuator shall include mechanical visual position indicators, and the indicators must be able to be removed easily thus exposing the output shaft for use of manually overriding the actuator when needed.	Exception	The valve actuators provided by PALL can be manually operated (no PLC control) at the solenoid manifold given that compressed air is available. Manual override at the actuator is not available.	Accepted
23	11301	44	3.3.A.1	Related Divisions	Installation checks will be performed on all equipment specifically required in detailed specifications as described herein and in Section 01650.	Exception	Section listed in ToC but not included in specification.	Accepted by Pall
24	11301	45	3.3.G	Testing	Equipment vibration and monitoring testing	Clarification	Pall would prefer to have this testing remove from our scope as this is not a standard offering. However, it can probably be done for an adder.	Accepted
25	11301	45	3.3.D	Motor Testing	After installation and prior to energizing the motor, provide insulation resistance test of all motors 100 HP and above.	Exception	Typically provided by electrical installation contractor, not included in Pall's scope.	Accepted
26	11301	45	3.3.F & G	Vibration Testing	F. Subbase that supports the equipment base and that is made in the form of a cast iron or steel structure that has supporting beams, legs and cross member that are cast welded or bolted. shall be tested for a natural frequency of vibration after equipment is mounted.	Exception	Typically provided by electrical installation contractor, not included in Pall's scope.	Accepted
27	11301	47	3.7.A.5	Acceptance Test	Buyer's assistance will be available only for process decisions. Seller will perform all other functions including but not limited to equipment operation and maintenance until successful completion of the Acceptance Test. Buyer may assist Seller with equipment maintenance at Seller's expense.	Clarification	Taken to mean PALL is required to be present for the entire 30 day test period. Pall will provide support but not be on site.	Some on-site time will be needed, if problems occur.

Exceptions & Clarifications

Project Title / Location

Lodi, California

Specification Sections

All

Specification Dated

1-Jun-10

Specification Addendum

None

Addendum #1 August 31, 2010

 Original Issue Date: **30-Jun-10**

 Current File Revision is: **00**

No.	Specification Reference			Comment Category	Specification Statement of Concern	Disposition	Comments	HDR/CITY Response
	Section	Page	Paragraph No.					
28	11301	8	1.6.A.3	Chemicals	Chemicals and supplies (other than normal chemicals) from the time Demonstration Testing and Acceptance Testing begins until acceptance of the Work by Buyer. Seller is responsible for coordination of chemical supply and costs associated with required chemicals and supplies.	Exception	Pall does not provide chemicals for plant start-up due to procuring and logistical issues shipping chemicals. Contractor to provide.	Specification states that normal chemicals are to be paid by Buyer. Will clarify by addendum that any special chemicals needed for start-up are paid for by Seller.
29	1650	2	1.4 A 4	Chemicals	Chemicals during Acceptance Test by Manufacturer	Exception	This is usually provided by the GC. It is difficult for Pall to work out arrangement with local chemical vendors. Pall can reimburse the cost for chemical specified but coordination work will be by others.	See 28.
30	01740	6	5	Warranty	if 1 rack exceeds max IT failure the Owner reserves the right to replace all modules on that rack	Clarification	Pall would prefer to modify the statement to tie to fiber breakage instead of IT failure. A leaking clamp, for example, can lead to IT failure. Our system has been set up that way to protect our customer's best interest.	Accepted - will clarify in addendum.
31	06 28 10	0	0	0	The Seller shall have a total of 238 calendar days from issuance of the Purchase Order to delivery of all equipment, as stated in items 1 and 2 above, not including 21 days for Buyer's review of submittals as stated in the Submittal Specification Section. The Days are calculated as:	Clarification	Delivery of 120 days needs to be revised to extend the overall time per Pall schedule included in Proposal.	to 140 days.
32	31650	0	0	Spec Section	Specification section not provided	Exception	Pall takes absolute exception to this specification section because it was not provided at time of bid. Any required scope of work within this section will be an adder.	Accepted by Pall

Exceptions & Clarifications

Addendum #1 August 31, 2010

Project Title / Location

Lodi, California

Original Issue Date: 30-Jun-10

Specification Sections

All

Current File Revision is: 00

Specification Dated

1-Jun-10

Specification Addendum

None

No.	Specification Reference			Comment Category	Specification Statement of Concern	Disposition	Comments	HDR/CITY Response
	Section	Page	Paragraph No.					
33	11301	27	P.6.e.	Flexible Connectors	Flexible connectors: 1) Provide at all sidewall connections: 2) Acceptable Sellers: a) Red Valve Style J-1. b) General Rubber Series 1000. c) Proco Series 440. 3) Design and fabrication: a) Teflon or PTFE lined. b) Standard single arch design. c) Flanged, ANSI Class 125. d) 304 stainless steel retaining ring.	Exception	Flexible connector typically provided by the G.C.	Accepted - will clarify in addendum
34	clause 11		Paragraph No. 1	Insurance Requirements		Clarification	Pall general and products liability policies both include contractual liability for insured contracts, we cannot specifically endorse our policies to include each and every contract we sign.	Accepted By City of Lodi
35	Page 7		Note 1	Insurance Requirements		Clarification	Pall could not identify the CA govt. code at the time of bid and is therefore difficult to compare how long the requirement is. Pall has recommended that we maintain the claims made for 3 yrs following the conclusion of the contract.	Accepted By City of Lodi
36				General Conditions	Indemnification	Clarification	Pall agrees to indemnify Customer and its officers, directors, employees, agents, successors and assigns against and hold them harmless from all third party claims and related liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) actually incurred by them ("Damages") to the extent caused by (i) the failure of the System to conform to the Specifications, (ii) a breach by Pall of any representation, warranty or covenant contained herein, (iii) a finding that the Products infringe any intellectual property right of any third party, or (iv) the gross negligence or willful misconduct of Pall, its employees or agents provided, in each case, that:	Accepted By City of Lodi
				General Conditions	Indemnification	Clarification	1. customer notifies Pall in writing of such claim immediately after it becomes aware of such claim and cooperates with Pall, at Pall's cost, as reasonably required by Pall; and	Accepted By City of Lodi
				General Conditions	Indemnification	Clarification	2. such Damages are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods or Special Services themselves) excluding loss of use.	Accepted By City of Lodi

Exceptions & Clarifications

Addendum #1 August 31, 2010

Project Title / Location

Lodi, California

Original Issue Date: **30-Jun-10**

Specification Sections

All

Current File Revision is: **00**

Specification Dated

1-Jun-10

Specification Addendum

None

No.	Specification Reference			Comment Category	Specification Statement of Concern	Disposition	Comments	HDR/CITY Response
	Section	Page	Paragraph No.					
37				Terms and Conditions	Limitation on Liability	Clarification	In no event will Seller be liable for any damages, incidental, special, consequential or otherwise, including loss of profit, remanufacturing cost, rework cost, de-installation or re-installation cost, whatever the claim (tort, breach of contract or warranty or otherwise) and whatever the forum, whether arising out of or in connection with the manufacture, packaging, delivery, storage, use, misuse or non-use of any of its products or any other cause whatsoever. Without limiting the generality of the foregoing, in no event will Seller be liable for any damages in excess of the price paid to Seller with respect to the products sold to Buyer under this Order	Accepted By City of Lodi as noted.

No. 38

Based on Pall's conversation with HDR Engineering, we will design the system for a flux rate of 54 gfd and the total number of modules required will be 84 per rack for a total of 420 modules. This is 60 modules less than we originally quoted. We will still leave spaces on the racks for a total of 96 modules per rack

AGREEMENT FOR CONSULTING SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Krazan & Associates, Inc. (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the conceptual design services required in accordance with attached scope of services, Exhibit A.

CITY wishes to enter into an agreement with CONSULTANT for Surface Water Treatment Facility project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Not Used

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Inspector and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has,

or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, as indicated in Exhibit A.

Section 3.3 Costs

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advance, in writing, by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY and as stated in Exhibit A.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

Section 4.3 No Personal Liability

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as stated in Exhibit A attachment "Instructions/Requirements For INsurance Coverage". These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as indicated.

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

- (e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 City Business License Requirement

Consultant/Contractor acknowledges that Lodi Municipal Code Section 3.01.020 requires Consultant/Contractor to have a city business license and Consultant/Contractor agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.8 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

Section 4.9 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.10 Notices

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
F. Wally Sandelin, Public Works Director
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: Krazan & Associates, Inc.
Shawn Baker, Division Manager
448 Mitchell Road, Suite C
Modesto, CA 95354

Section 4.11 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 4.12 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.13 Termination

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.14 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

Section 4.16 Integration and Modification

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.17 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.18 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.19 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.20 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
KONRADT BARTLAM
INTERIM CITY MANAGER

APPROVED AS TO FORM:

Dated: _____

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY



By: _____

Its: _____

SCOPE OF SERVICES

A. General Requirements

1. Consultant to be a fully qualified testing laboratory meeting the requirements of ASTM E-329 Sections 3 through 8, and Section 11, and recognized by the ICBO Joint Committee on Special Inspection.
2. Consultant shall attend all meetings and conferences as requested by the City or its agent.
3. Cost considerations are not to be considered as justification for breach of sound principles of quality assurance, inspection, and testing.
4. Consultant shall establish and maintain procedures to ensure that persons performing work are skilled in methods and practices needed to assure required quality levels. Remove and replace (at no additional cost to the City) personnel who do not possess the required skills or who are not efficiently and effectively performing their assignments. Provide the Project Manager with resumes of all personnel assigned to the project.
5. Consultant shall be responsible for the quality of the services provided, and shall maintain the necessary facilities and equipment required to satisfy the testing specifications.
6. Consultant shall request a clarification from the Project Manager for missing or ambiguous information or requirements. In the case of conflict in the plans, specifications and/or codes, the more stringent inspection or testing requirement shall apply.
7. Consultant may need to subcontract for certain specialized testing or inspection services. The use of such subconsultant will require prior City approval.
8. The following attachments will form a part of this contract:
 - City of Lodi standard "Instructions/Requirements For Insurance Coverage".
 - Specification Section 01400 - Quality Control
 - Specification Section 01410 - Testing
 - Request and Approval for Testing Services (Form)
 - Detail Breakdown (Billing Report)

B. Scope

1. The scope of tests and inspections is based on the requirements of 2007 CBC Chapter 17, other referenced code requirements, and the Surface Water Treatment Facility Project plans and specifications. The services to be provided will be as directed by the City's representative. The Consultant will meet or communicate with the representative and/or construction Contractor periodically to plan and schedule testing and inspection services.
2. The authorization to provide specific services will be issued by the Project Manager using a Testing Services Work Order (Request and Approval for Testing Services form). These work orders will be issued by the City's representative periodically throughout the construction period, as construction activities dictate. The Contractor will not be authorized to place orders directly with the testing firm. The City will not pay for the services placed by the Contractor. The Request and Approval for Testing Services form describes the required test, location and date required. It will be requested by the Contractor and forwarded to the City representative for approval. Upon completion of the testing/inspection, the Consultant will sign and date the forms, which will be verified by the City's representative. The Consultant will make a copy of the completed form, which will be attached to the Consultant's billing each month. These serve as the Special Inspector's Time Card and must be signed by the Project Manager each day. The time cards will be used to validate each month's hourly billing.
3. Off-site inspections are to be handled identical to the above except that Special Inspectors shall fax or electronically mail time cards to the owner's representative each day, without exceptions.

4. The Consultant will maintain a monthly status report of the budget quantities and costs; quantities and costs expended through previous report period, quantities and costs this report period, and total quantities and costs to date. The status report will be submitted with the monthly billing.
5. Consultant shall submit written acceptance of "Transfer of Responsibility", as required by UBC Section 3317.8, to the Owner within 14 days of the contract execution date.

C. Time

Services shall start upon execution of the agreement and issuance of the first work order.

The duration of the Consultant contract will be for a period of TWENTY-FOUR (24) months at the established item prices. The City has the option to extend services at the Item Prices for an additional 12 months beyond the 24-month duration.

D. Notice

The Consultant will be given one working day's notice prior to starting any new inspection/testing service.

E. Conflict of Interest

The Consultant cannot contract directly with construction Contractor for any testing services concerning this City project.

F. Item Prices

1. The City is not limited to the use of funds as estimated per item. Unused funds from one item price may roll up to other items as required so long as the total contract award does not exceed 125% of the total proposal price.
2. Any service required, but not referenced in the Proposal for Services listing, to be charged to client using similar unit price for actual hours worked (not "List Price").
3. Increases in applicable labor rates mandated by the State Director of Industrial Relations will be honored under this agreement.

G. Reimbursement

1. The Consultant will only be paid for actual hours worked except for a one-hour minimum for show-up time.
2. Travel Costs: The cost of mileage and subsistence charges to and from the project site is included in the item prices. Travel and subsistence charges to factories and fabrication plants in excess of a 50-mile radius from the job site will be reimbursable by the City only when the City has issued prior written approval thereof. The City will reimburse the Consultant for mileage or airfare whichever is less expensive. The following will apply to determine applicable costs. Travel time will be reimbursed at a field technician level. Actual costs with no overhead or profit will be reimbursed. This level of reimbursement should be reflected in the submitted Proposal for Services.
3. Reproduction and Mailing: Reproduction and mailing costs for reports and test results shall be supplied in the quantity specified in the specification and included as part of the above-listed item prices. Reproduction and shipping costs for additional copies will be reimbursed by the City at actual cost when the City has issued prior written approval therefore.

H. Subconsultants

Consultant's subconsultants' time shall be paid at Consultant's cost, which should be reflected in the item prices of the submitted Proposal for Services. Prevailing wage requirements must be met.

I. Billing

The Consultant will submit to the Project Manager no later than the first of each month (for services up to the 25th) a computed "Request and Approval for Testing Services" form for all services with each billing. The Consultant will prepare a summary contract form with each billing which provides the following information for each line item of work and for the total contract:

"Item, Description, Budgeted Quantity, Unit, Unit Price, Total Budgeted, Previously Billed Units, Current Billing Units, Total Current Billing."

J. Schedule of Services

NOTE: All items must be completed.

Lodi Surface Water Treatment Facility INSPECTION/TESTING SERVICES					
Item	Description	QTY	Unit	Unit price	Total budget
1	Soil/Asphalt				
	Engineered fill observation	350	Hr.	\$ 83	\$ 29,050
	Density Curve ASTM or CALTRAN	20	Ea.	\$ 80	\$ 1,600
	Soil, Asphalt Compaction Testing	500	Hr.	\$ 83	\$ 41,500
	Asphalt Marshall	2	Ea.	\$ 120	\$ 240
	Subtotal				\$ 72,390
2	Cast in Place Concrete				
	Mix Design Review	3	Ea.	\$ 50	\$ 150
	Cement Sampling ASTM C183	3	Ea.	\$ 50	\$ 150
	Concrete Sampling	172	Hr	\$ 83	\$ 14,276
	Compress. Strength Test Sets C39	100	4cyls	\$ 30	\$ 3,000
	Shotcrete Strength Test Sets	8	3Ea.	\$ 50	\$ 400
	Rebar Tensile/Bend ASTM A615	40	Ea.	\$ 40	\$ 1,600
	Tension Cable yield tensile elong	4	Ea.	\$ 136	\$ 544
	Drilled Dowel Testing AASHTOT237	40	Hr	\$ 83	\$ 3,320
	Concrete Core Testing ASTM C42	10	Ea.	\$ 50	\$ 500
	Drilled Anchor Testing	40	Hr	\$ 83	\$ 3,320
	Sample Pickup and Delivery	30	Ea. Set	\$ 60	\$ 1,800
	Subtotal				\$ 29,060
3	Masonry				
	Mortar Testing UBC 21-16	30	Ea. Set	\$ 20	\$ 600
	Grout Testing UBC 21-18	30	Ea. Set	\$ 20	\$ 600
	Mix Design Review	2	Ea.	\$ 50	\$ 100
	Rebar Tensile/Bend ASTM A615	15	Ea.	\$ 40	\$ 600

	CMU Block Testing	10	Ea. Set	\$ 80	\$ 800
	Prim Testing UBC 21-17	10	Ea. Set	\$ 80	\$ 800
	Subtotal				\$ 3,500
4	Structural Steel				
	Shop Visual Weld Fab Inspection	40	Hr	\$ 60	\$ 2,400
	Field Visual Welding	120	Hr	\$ 83	\$ 9,960
	Field Bolting Inspection	40	Hr	\$ 83	\$ 3,320
	Ultrasonic Testing	40	Hr	\$ 83	\$ 3,320
	Subtotal				\$ 19,000
5	Other				
	Fireproofing Density ASTM E605	10	Ea.	\$ 30	\$ 300
	Subtotal				\$ 300
6	Construction Special Inspectors				
	Reinforcing placement				
	Concrete, Shotcrete Placement				
	Masonry Inspection				
	Prestressing Inspection				
	Field Welding, Erection Inspection				
	Fireproofing Inspection				
	Excavation Engineered Fill Insp	4100	Hr.	\$ 85	\$ 348,500
	Subtotal				\$ 348,500
7	Professional Services				
	Senior Staff Engineer	40	Hr	\$ 20	\$ 800
	Field Technician	80	Hr	\$ 80	\$ 6,400
	Lab Technician	80	Hr	\$ 30	\$ 2,400
	Subtotal				\$ 9,600
8	Miscellaneous				
	Premium Differential for overtime	100	Hr	\$ 42	\$ 4,200
	Out of town inspection(over 50miles)	40	Hr	\$ 10	\$ 400
	Mileage beyond 50 miles	500	Miles	\$ 1	\$ 250
	Subsistence over 50 miles	5	Days	\$ 45	\$ 225
	Subtotal				\$ 5,075
	GRAND TOTAL				\$ 487,425

Prevailing wage requirements have been factored into this proposal. All clerical, report, travel and mileage charges are figured into the hourly rates of this proposal.

***The City of Lodi Building Department is requiring a qualified inspector to act as the project Building Inspector. This inspector must have one of the following MINIMUM qualifications:**

- 1. DSA Class I or II**

2. ICBO Combination Certification

3. ACIA Class II Building Inspector

The prospective Inspector will be interviewed by the City of Lodi Chief Building Official. The Building Official must approve of the proposed inspector. If the proposed inspector does not meet with the Building Official's approval, another candidate must be provided. Once the Building Official has approved the project Building Inspector, that inspector shall remain responsible for Permit required inspections to the electrical and mechanical systems for the duration of the project. The Inspector may not be removed from the project without prior City approval.

ATTACHMENTS

1. City of Lodi standard "Instructions/Requirements For Insurance Coverage"
2. Specification Section 01400 - Quality Control
3. Specification Section 01410 - Testing
4. Request and Approval for Testing Services (Form)
5. Detail Breakdown (Billing Report)
6. State of California Wage Determination #NC-63-3-9-2009-2

CITY OF LODI

221 West Pine Street, P.O. Box 3006, Lodi, California, 95241-1910

INSTRUCTIONS/REQUIREMENTS FOR INSURANCE COVERAGE

1. All contractors/developers who have contracts or agreements with the City are required to carry general liability/automobile insurance.
2. A duplicate or certificate of insurance shall be delivered to the City prior to starting any work on a project.
3. Each certificate shall contain satisfactory evidence that each carrier is required to give the City of Lodi notice 30 days prior to the cancellation or reduction in coverage of any policy.
4. The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.
5. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements, and shall specifically bind the insurance carrier.
6. THE CITY OF LODI, ITS ELECTED AND APPOINTED BOARDS, COMMISSIONS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS must be named as additional insured as an endorsement attached to the certificate of insurance. (THE CITY OF LODI, ITS ELECTED AND APPOINTED BOARDS, COMMISSIONS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS MUST BE NAMED THE ADDITIONAL INSURED.)
7. Both the street address and the post office box of the CITY OF LODI must be shown along with Number 6 above: 221 West Pine Street, P.O. Box 3006, Lodi, California, 95241-1910.
8. In addition to the additional named insured endorsement on the policy of insurance, said insurance policy shall be endorsed to include the following language:

“Such insurance as is afforded by the endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement.”
9. The minimum limits of such insurance shall be \$2,000,000 Bodily Injury each occurrence/aggregate or \$2,000,000 combined single limit.

Automobile insurance \$2,000,000:
Contractors must carry automobile insurance;
Developers must carry auto insurance only if their vehicles are used on site.
10. If the limits of coverage are not the amounts specified in Number 9 above, and/or if the City is not named as an additional insured on the attachment to the certificate of insurance, and/or if the primary insurance endorsement is not attached, the City will not accept the certificate and a corrected certificate must be furnished to the City.
11. Contractor/Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claim period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
12. “Claims made” coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.
13. No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the Public Works Department. **Please be sure your insurance company sends this certificate to the attention of the Public Works Department.**

SECTION 01400**QUALITY CONTROL****PART 1 - GENERAL****1.01 DESCRIPTION**

- A. This Section describes the requirements for quality control.

1.02 DUTIES AND RESPONSIBILITIES OF OWNER'S REPRESENTATIVE

- A. The Owner's Representative and the Owner have the right, but not the duty, to monitor and inspect all work performed by the Contractor to ensure performance of the work to the Contract Documents and Specifications. All work shall be subject to inspection and test by the Owner's Representative and the Owner at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of the Owner and shall not relieve the Contractor of responsibility for providing quality control measures to assure that the work strictly complies with the contract requirements. No inspection or test by the Owner or Owner's Representative shall be construed as constituting or implying an acceptance.

1.03 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

- A. The Contractor is responsible for the quality of the work performed under this Contract as well as the quality of the material, equipment, and supplies furnished by it to be incorporated into the work. The Contractor will provide, for approval, a quality-control plan within 30 days after the Notice to Proceed for approval by the Owner. The plan will include but not be limited to procurement, delivery and installation of material and equipment. The plan will provide specific tests and performance testing requirements for each stage for each subcontractor and the General Contractor. Logs and forms for tracking all steps will be provided and will be signed by the inspectors.
- B. The Contractor shall designate a Quality Control Representative who will be on site at all times while the respective Contractor's work is in progress and will have the authority and responsibility to accept or reject items of work. The Contractor's Quality Control Representative may delegate his duties but the primary responsibility and authority rests with the Contractor.
- C. The Contractor's Quality Control Representative shall coordinate the submittal of all shop drawings, product data, and samples to the Owner's Representative. Any submittal that is a change to the Contract requirements shall be identified as such and transmitted to the Owner's Representative. No work requiring submittal of a shop drawing, product data, or sample shall be commenced until the submittal has been reviewed and accepted by the Owner's Representative and the Architect.
- D. The Contractor shall cooperate with an approved material testing laboratory to perform testing of materials as required by the Contract Drawings and Specifications,

or the Owner's Representative. The Contractor shall provide a two-working-day notice when testing/inspection is required. The Contractor will request all tests and inspections in accordance with the Specifications and the Owner's Representative for requesting tests and inspections. The Contractor will not contact the testing firms directly without going through the Owner's Representative.

- E. The Contractor's Quality Control Representative shall review his drawings, procurement documents, and Contracts to ensure that the technical information provided and all work performed is in accordance with the latest revisions of the Contract Drawings and Specifications.
- F. The Contractor's Quality Control Representative shall perform an inspection upon receipt at the site of all materials, equipment, and supplies. Items which are damaged or not in conformance with the respective submittals, quality standards, Contract Drawings and Specifications will be identified and segregated from accepted items. Items thus identified shall not be incorporated into the work until corrective action acceptable to the Owner's Representative/Owner is completed. Items determined unsalvageable will be removed from the job site.
- G. The Contractor will establish a performance-testing plan for all equipment and electrical systems. The testing plan will include test and report forms for each type of application and will be approved by the Owner's Representative. The performance testing of the equipment and system will be documented and approved by the Owner's Representative. Copies of the approved performance tests will be required for project closeout as required by Section 01700 - Project Closeout.
- H. The Contractor's Quality Control Representative and subcontractors will attend a weekly Quality Control (QC) meeting. The Contractor will provide a list of current controlling activities for that week and bring an outlined specification section to the meeting noting areas applicable for inspection/testing for the controlling activities. All requests for testing will be provided for the current week and all notices of non-compliance will be reviewed.
- I. The Contractor will provide copies of his quality control inspection reports each day. Format of the report will be approved by the Owner's Representative. The Contractor will maintain a video and audio record of at least six exterior locations and all interior locations plus special areas of interest each week. The videotape will be provided to the Owner's Representative the following Monday of each week.

1.04 INSPECTION AND TESTING

- A. Inspection Plan: The Contractor will use a four-point inspection plan for each separate feature of work to be performed under this Contract; i.e., work described by each Division to the technical provisions section of the Specifications. This plan consists of the following:
 - 1. Preparatory Inspection: Prior to commencing the work, the Contractor's Quality Control Representative shall meet with the Owner's Representative and check the following items as a minimum for conformance:

- a. Approval of shop drawings and submittals.
 - b. Approval of Inspection and test reports of materials and equipment to be utilized.
 - c. Completion of previous operation.
 - d. Availability of materials and equipment required.
 - e. Notification of Owner's Representative, when applicable.
 - f. Other preparatory steps dependent upon the particular operation.
 - g. Quality assurance.
 - h. Safety or environmental precautions to be observed.
2. Initial Inspection: Upon completion of a representative sample of a given feature of work, the Contractor's Quality Control Representative shall meet with the Owner's Representative and check the following items as a minimum for conformance:
 - a. Workmanship to established quality standards.
 - b. Configuration to Contract Drawings and Specifications.
 - c. Construction methods, equipment, and tools utilized.
 - d. Materials and articles utilized.
 - e. Adequacy of testing methods.
 - f. Adequacy of shop drawings.
 - g. Adequacy of safety or environmental precautions.
3. Follow-up Inspections: The Contractor's Quality Control Representative shall inspect the work daily to assure the continuing conformance of the work to the workmanship standards established during the preparatory and initial inspections. Follow-up inspections will be on a daily basis. If the Contractor has not complied with the inspection notification as to defective work, the Owner's Representative will issue a notice of noncompliance.
4. Completion Inspection: Upon completion of a given feature of the work, the Contractor's Quality Control Representative shall meet with the Owner's Representative and City of Lodi Building Inspector to perform an inspection of the completed work. At least 24 hours notice will be required for inspections. Nonconforming items shall be identified and corrected prior to commencement of the next operation.

- B. Should the Contractor fail to correct work in a reasonable time, the Owner's Representative will issue a Notice of Noncompliance. This is a two-part notice/reply form. The Owner's Representative will specify the noncompliant item on Part One and the Contractor shall respond on Part Two, indicating the fix once it has been accomplished. The Contractor will maintain a log of all notices of noncompliance which shall contain the following information: Notice number, description, specification section, date issued, date response from the Contractor, date corrected, number of days to correct, and remarks. The Contractor will present six copies of this log at the weekly meetings and shall keep it currently updated. Upon compliance with the notice of noncompliance, the Owner's Representative will officially notify the Contractor.
- C. Operation and Check Out Testing: The Contractor shall provide personnel and equipment to perform the operational tests and checkout of the equipment, facilities, or equipment constructed, fabricated, or installed under this Contract. The Owner's Representative will coordinate and witness all such tests. Notification shall be given at least two days in advance of the scheduled tests. Refer to requirements for operating and maintenance data and training specified in Section 01730.
- D. Substantial and Final Inspection. The Owner's Representative will coordinate all final inspections of the work. Request for finalizing portions of the work performed under this Contract shall be made to the Owner's Representative at least 15 days in advance of the inspection. Prior to requesting a substantial completion inspection, all tests of the equipment and systems and training shall be completed. Refer to Section 01700 for detailed requirements for substantial completion and final completion inspections for project closeout. The Contractor will be provided with a punch list from the Owner indicating items over and above those shown on the Contractor's punch list. The Owner will only provide two inspections: substantial completion and final completion. Others will be at the Contractor's expense. The Owner will provide a handwritten punch list to the Contractor. The Contractor will enter and maintain a computerized punch list based on the Owner's punch list in a format approved by the Owner's Representative with one copy of the computerized list within five working days upon receipt of the Owner's list and update it on a weekly basis.

The Contractor will at each weekly meeting during the closeout period provide an annotated punch list indicating those items which have been completed and are ready for inspection. The Contractor will maintain and keep this list current and provide a copy to the Owner's Representative each week until all items are complete. Prior to the request for substantial completion and throughout the life of the project, the Contractor will maintain a testing and inspection schedule. This schedule will be provided at each weekly meeting indicating the tests or inspections which will be required during the following week. Based on this schedule, the Contractor will provide the Required Request for Testing forms.

1.05 VERIFICATION OF TEST REPORTS

- A. The Owner's Testing Laboratory will submit a verified report in duplicate covering all of the tests which are required to be made during the progress of the Project. Such report shall be furnished at least quarterly and each time that work on the Project is

suspended, covering the tests up to that time, and at the completion of the Project, covering all tests.

1.06 OWNER'S INSPECTOR

- A. An inspector employed by the Owner in accordance with the requirements referenced may be assigned to the work.
- B. The work of construction in all stages of progress will be subject to the personal, continuous observation of the Inspector. He shall have free access to any and all parts of the work at any time. Furnish the Inspector reasonable facilities for obtaining such information as necessary to keep him fully informed, respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this contract.

1.07 SPECIFIC TESTS AND INSPECTIONS

- A. As required by code, as specified in individual sections and section 01410.

END OF SECTION

SECTION 01410**TESTING****PART 1 - GENERAL****1.01 DESCRIPTION:**

- A. This Section summarizes which tests and inspections will be performed by the Contractor, and which will be performed by the Owner's Representatives. The detailed tests and inspections required to be performed by the Contractor may be found in the individual Sections of Divisions 2 through 16 of these Specifications.

1.02 OWNER'S TESTING AGENCY:

- A. For the purpose of meeting Architect/Engineer and City requirements, the **Owner will employ and pay for a testing agency**, identified in the various Specifications Sections as "the Owner's Testing Agency" and "Owner's Soils Engineer", to perform tests, inspections, and sampling for the work after start of construction, including but not limited to:
 - 1. Underground utilities
 - 2. Earthwork.
 - 3. Concrete placement, reinforcement, ingredients and quality control.
 - 4. Masonry placement, reinforcement, ingredients and quality control.
 - 5. Structural steel; fabrication and welding.
- B. The Owner's employment of the testing agency shall in no way relieve the Contractor of his obligations to perform the work in accordance with Contract requirements nor to retain their own testing firm for quality control (see Paragraph 1.05).
- C. The Owner will backcharge the Contractor for costs incurred in the event the Contractor's poor quality control of any material requires excessive repeated testing by the Owner's Testing Agency.

1.03 QUALITY ASSURANCE:

- A. Qualifications of Testing Agents: Agencies, bureaus, or laboratories shall be acceptable to the Architect and meet the requirements ASTM E-329.
- B. Failure of Materials and Equipment Tested or Inspected:
 - 1. The Contractor shall be charged for retesting and reinspection resulting from the Contractor's noncompliance with the Contract as evidenced by tests and inspections by the Owner's Testing Agency.

1.04 TESTING AGENCY'S DUTIES:

- A. Cooperate with Owner's Representative and the Contractor. Provide qualified personnel promptly upon notice.
- B. Perform required inspecting, sampling and testing of materials and methods of construction.

1. Comply with specified standards, other recognized authorities as specified.
 2. Check for compliance with Contract Documents.
- C. Promptly notify the Owner's Representative and the Contractor of observed irregularities or deficiencies in the work.
- D. Promptly submit reports to the following:
1. One (1) copy to the Owner's Representative.
 2. One (1) copy to the Architect.
 3. One (1) copy to the Structural Engineer.
 4. One (1) copy to the City of Lodi Building Department.
 5. One (1) copy to the General Contractor
- E. Reports shall include the date issued and date of test, project title and number, testing agency's name and address, name and signature of inspector, date of inspection or sampling, record of temperature and weather, identification of product and Specification Section, location in Project, type of inspection or test, reference to applicable standards and codes, and observation regarding compliance with Contract Documents.
- F. Perform additional services as required by the Owner.
- G. The testing agency is not authorized to release, revoke, alter or enlarge on the requirements of the Contract Documents, approve or accept any portion of the work, or perform any of the Contractor's duties.

1.05 CONTRACTOR'S RESPONSIBILITIES:

- A. Initiate and coordinate tests and inspections required by Contract Documents and public authorities having jurisdiction of the work.
- B. Notify the Owner's Testing Agency through the Owner's Representative a sufficient time in advance (but no less than 48 hours) of the manufacture of materials to be supplied which, by requirements of the Contract Documents, must be tested at the source of supply so that the Laboratory may arrange for testing.
- C. When changes of construction schedule are necessary during construction, coordinate all such changes with the Owner's Testing Agency as required.
- D. When the Owner's Testing Agency is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the work, all extra charges for testing attributable to the delay may be backcharged to the Contractor and shall not be borne by the Owner.
- E. Provide access, facilities, tools, and labor necessary for duties to be performed at the site by the Owner's Testing Agency and Inspector, including furnishing ladders, hoisting, lighting, water supply and like services.

- F. Provide and maintain, for the sole use of the Owner's Testing Agency, adequate facilities for the safe storage and proper curing of concrete test cylinders on the Project site as required by ASTM C31. Construct a container for storage of newly made concrete samples until they are ready for delivery to the testing lab as required.
- G. Furnish and deliver samples of materials to be tested at no extra cost to Owner. Test samples will be selected by the Inspector or Owner's Testing Agency and not by the Contractor.
- H. Reports:
 - 1. Have the Contractor's Testing firm (if used) independently furnish copies of each test and inspection report, signed and certified by the Contractor's Testing Agency Supervising Engineer as follows:
 - a. Owner's Representative: two (2) copies.
 - b. Architect: one (1) copy.
 - c. Structural Engineer (structural tests only): one (1) copy.
 - 2. Promptly process and distribute (within 48 hours) required copies of test reports and related instructions to assure necessary retesting and replacement of materials with the least possible delay in progress of the work.
 - 3. The reports shall include detailed information relative to progress and condition of work, including variances from the Contract Documents, and stipulating dates, hours, locations of the tests and inspections, as applicable.
- I. Records:
 - 1. Maintain correct records on an appropriate form for all inspections and tests performed, instructions received from the Owner or testing agency, and actions taken as a result of those instructions.
 - 2. These records shall include evidence that the required inspections or tests have been performed (including type and number of inspections or tests, nature of defects, causes for rejection, etc.), proposed or directed remedial action, and corrective action taken.
 - 3. Document inspections and tests as required by each Section of the Specifications.
- J. If laws, ordinances, rules, regulations, or orders of public agency having jurisdiction require work to be inspected, tested or approved by some authority other than the Owner, or Contractor, the Contractor shall give required notices and make arrangements, deliver to the Owner the certificates of inspection, test, or approval of such public agency, and pay costs therefore unless otherwise provided in the Contract Documents.

K. Completed Work: Should the Owner require tests and inspections for work completed before final acceptance of entire work, furnish necessary facilities, labor, and materials to uncover or remove work in question to extent necessary.

1. If such work is found defective due to fault of the Contractor, the Contractor shall defray expense of removal, test, and inspections, and satisfactory reconstruction. Time extension may not be granted.
2. If such work is found to conform with requirements of the Contract, the Contractor shall be reimbursed by the Owner for facilities, labor and materials required for removal, and costs of satisfactory reconstruction in accordance with Contract amounts for extra work. Reasonable time extension shall be granted.

1.06 TEST PROCEDURES:

A. Testing:

1. Owner's Testing Agency will perform tests according to method(s) of test specified in these Specifications.
2. If no procedure or test method is specified, testing shall conform to material specification references unless otherwise directed by the Owner.
3. The Owner's Testing Agency will tag, seal, label, record, or otherwise suitably identify the materials for testing. No materials shall be used in the work until the test reports are submitted and approved, excepting only the materials specified to be placed or installed prior to testing.

B. Retesting:

1. Repeat applicable tests at specified intervals, when:
 - a. The source of supply is changed.
 - b. The characteristics of the materials change or vary.
 - c. Unsatisfactory test results are received.
2. Quantity and nature of additional testing, if required, will be determined by the Owner.
3. Additional tests shall be taken in the presence of the Owner's Engineer.
4. Proof of non-compliance will make the Contractor liable for any corrective action which the Owner feels is prudent, including complete removal and replacement of defective materials.
5. Nothing contained herein is intended to imply that the Contractor does not have the right to have tests performed on any material at any time for his own information and job control so long as the Owner does not assume

responsibility for costs or for giving them consideration when appraising quality of materials.

1.07 PAYMENT FOR TESTING:

A. Initial Services:

1. The Owner will pay for initial testing services requested by the Owner.
2. When initial tests indicate non-compliance with the Contract Documents, the costs of initial tests associated with that non-compliance will be deducted by the Owner from the Contract Sum.

B. When initial tests indicate non-compliance with the Contract Documents, subsequent retesting occasioned by the non-compliance shall be performed by the same testing agency, and costs thereof will be deducted by the Owner from the Contract Sum.

C. Reimburse the Owner all or any part, as the Owner may deem just and proper, of the inspection costs incurred by the Owner due to:

1. Failure of materials to pass initial tests.
2. Contractor's failure to complete the work within the Contract time, and any previously authorized extensions thereof.
3. Claims between separate contractors.
4. Covering of work before the required inspections or tests are performed.
5. Additional inspections required for Contractor's correction of defective work.
6. Overtime costs for acceleration of work done for Contractor's convenience.

1.08 CODE COMPLIANCE TESTING:

A. Inspections and tests required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be backcharged to the Contractor, unless otherwise provided in the Contract Documents.

1.09 CONTRACTOR'S CONVENIENCE TESTING:

A. Inspection and testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

1.10 REQUEST FOR TESTING PROCEDURES:

A. Testing will be performed as ordered by the Owner's Representative. The Contractor will follow the Owner's Representative's procedures for requests for tests and inspections. The procedure will be as follows:

1. The Contractor will fill out the Request for Testing form provided by the Owner's Representative.

2. The Request For Test will be made by the Contractor at least forty-eight (48) hours in advance of the needed date for the test.
3. Contractor shall describe the test and the date the test is required. The request will be given to the Owner's Representative for approval.
4. The Owner's Representative shall request the services from the testing agency.
5. The testing agency will be provided a copy of the testing request which will be completed by the testing firm indicating the services provided.
6. The Contractor will provide a testing schedule which will be reviewed each week for the following week's work.

PART 2 - PRODUCTS:

Not used.

PART 3 - EXECUTION:

Not used.

Forms:

Request For Inspection Form

End of Section

CITY OF LODI

REQUEST AND APPROVAL FOR TESTING/INSPECTION SERVICES

PROJECT: Surface Water Treatment Facility

DATE:_____.

TESTING/INSPECTION AGENCY: Krazan & Associates

SPEC. REF.:_____.

CONTRACTOR:

DWG. REF.:_____.

REQUESTED BY:

PERMIT #

ITEM	TYPE OF TEST/INSPECTION	LOCATION, TIME & DATE	RESULTS
1.			
2.			
3.			
4.			

I have personally checked for compliance with contract documents and certify this to be ready for inspection:

Signature_____

Date:_____

Contractor Representative

TEST/INSPECTIONS PERFORMED BY:_____.

Signature_____

Date:_____

Testing/Inspection Agency Representative

COMMENTS:

TOTAL HOURS

 (City Use Only)

CITY AUTHORIZATION:_____.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

DETERMINATION: NC-63-3-9-2009-2

ISSUE DATE: August 22, 2009

EXPIRATION DATE OF DETERMINATION: June 30, 2010** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Health and Welfare ^a	Employer Payments				Other Payment	Straight-Time		Overtime Hourly Rate		
			Pension	Vacation and Holiday	Training			Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X
Group 1	\$37.93	9.77	5.67	2.65	0.28	0.00		8	56.30	75.265	75.265	94.23
Group 2	35.93	9.77	5.67	2.65	0.28	0.00		8	54.30	72.265	72.265	90.23
Group 3	29.79	9.77	5.67	2.65	0.28	0.00		8	48.16	63.055	63.055	77.95
Group 4	24.56	9.77	5.67	2.65	0.28	0.00		8	42.93	55.21	55.21	67.49

Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Amount shall be paid for all hours worked up to 173 hours per month.

^b Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

CLASSIFICATIONS:

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
ASNT Level II-III	AWS-CWI	Soils/Asphalt	ACI
DSA Masonry	ICC Certified Structural Inspector	Earthwork Grading	ICC Fireproofing
DSA Shotcrete	NICET Level III	Excavation and Backfill	NICET Level I
Lead Inspector	Shear Wall/Floor System Inspector	NICET Level II	Proofload Testing
NICET Level IV	Building/Construction Inspector		Torque Testing

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (SECOND SHIFT)

DETERMINATION: NC-63-3-9-2009-2

ISSUE DATE: August 22, 2009

EXPIRATION DATE OF DETERMINATION: June 30, 2010** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Health and Welfare ^a	Employer Payments				Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate		
			Pension	Vacation and Holiday	Training	Other Payment			Daily ^b 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X
Group 1	\$42.67	9.77	5.67	2.65	0.28	0.00	8	61.04	82.375	82.375	103.71
Group 2	40.42	9.77	5.67	2.65	0.28	0.00	8	58.79	79.00	79.00	99.21
Group 3	33.51	9.77	5.67	2.65	0.28	0.00	8	51.88	68.635	68.635	85.39
Group 4	27.63	9.77	5.67	2.65	0.28	0.00	8	46.00	59.815	59.815	73.63

Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Amount shall be paid for all hours worked up to 173 hours per month.

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DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603
San Francisco CA 94142-0603

**PREDETERMINED INCREASES FOR**

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER
(NC-63-3-9-2009-2)

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER
(SECOND SHIFT) (NC-63-3-9-2009-2)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

This predetermined increases for the above named crafts applies only to the above-referenced determination for work being performed on public works projects with bid advertisement dates on or after **September 1, 2009** until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER: All Classifications (All Shifts)

The above determinations are currently in effect and expire on June 30, 2010**.

Effective July 1, 2010, the \$3.00 increase was allocated as follows: \$1.42 to the Basic Hourly Rate, \$0.95 to Health and Welfare and \$0.63 to Pension.

Effective July 1, 2011, there will be an increase of \$0.06 to Other Payment and \$3.00 to be allocated to wages and/or fringe benefits.

There will be no further increases applicable to these determinations.

Issued 8/22/2009, Effective 9/1/2009 until superseded.

This page will be updated when wage rate breakdown information becomes available.
Last Updated: July 20, 2010



CITY OF LODI, CALIFORNIA

REQUISITION ORDER

Budget Division
Purchasing
PO Box 3006
Lodi, CA 95241-1910
(209) 333-6778

Page No. 1
Date 09/28/10
Purchase Order 295-000 OR
Fund 3
Buyer

INVOICE TO BE SENT TO: CITY OF LODI Accounts Payable PO Box 3006 Lodi, CA 95241-1910	ORDER DATE	09/15/10
	F.O.B. / SHIP VIA	FOB - Our Dock
	SUPPLIER CONTACT	

Durst Office Interiors
2750 Cherokee Rd
Stockton CA 95205

COPY

SHIP TO

City of Lodi
Surface Water Treatment Facility
2001 West Turner Road
Lodi CA 95242

Vendor #	24782	REQUESTOR	Gary Wiman, Cons. Project Mgr. 209-333-6800 ext. 2054
Account Numbers: 181011.1825.2300			

DESCRIPTION	QUANTITY	UM	UNIT PRICE	UM	TOTAL PRICE
Provide and install office furniture per the attached Furniture Proposal received September 8, 2009. Final color selections to be determined and approved by City of Lodi.					
New furniture, labor, delivery/installation		LS	47,839.9800	LS	47,839.98
Insurance coverage required as per the attached "Instructions/Requirements For Insurance Coverage."					
Delivery schedule to be coordinated with the Surface Water Treatment Facility Project Construction Schedule.					

TERMS	TAX RATE	SALES TAX	TOTAL AMOUNT OF ORDER
Net 30 Days	8.750	4186.00	52,025.98
APPROVED BY	DATE		



PLEASE SIGN & RETURN THE ATTACHED ACKNOWLEDGEMENT, IF THE ACKNOWLEDGEMENT REQUIRED BOX IS CHECKED.

005

(Entered By: PTUCKER)

CITY OF LODI

221 West Pine Street, P.O. Box 3006, Lodi, California, 95241-1910

INSTRUCTIONS/REQUIREMENTS FOR INSURANCE COVERAGE

1. All contractors/developers who have contracts or agreements with the City are required to carry general liability/automobile insurance.
2. A duplicate or certificate of insurance shall be delivered to the City prior to starting any work on a project.
3. Each certificate shall contain satisfactory evidence that each carrier is required to give the City of Lodi notice 30 days prior to the cancellation or reduction in coverage of any policy.
4. The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.
5. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements, and shall specifically bind the insurance carrier.
6. The CITY OF LODI, ITS ELECTED AND APPOINTED BOARDS, COMMISSIONS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS must be named as additional insured as an endorsement attached to the certificate of insurance. (THE CITY OF LODI, ITS ELECTED AND APPOINTED BOARDS, COMMISSIONS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS MUST BE NAMED THE ADDITIONAL INSURED.)
7. Both the street address and the post office box of the CITY OF LODI must be shown along with Number 6 above: 221 West Pine Street, P.O. Box 3006, Lodi, California, 95241-1910.
8. In addition to the additional named insured endorsement on the policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."
9. The minimum limits of such insurance shall be \$1,000,000 Bodily Injury each occurrence/aggregate or \$2,000,000 combined single limit.

Automobile insurance \$1,000,000:
Contractors must carry automobile insurance;
Developers must carry auto insurance only if their vehicles are used on site.
10. If the limits of coverage are not the amounts specified in Number 9 above, and/or if the City is not named as an additional insured on the attachment to the certificate of insurance, and/or if the primary insurance endorsement is not attached, the City will not accept the certificate and a corrected certificate must be furnished to the City.
11. Contractor/Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claim period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
12. "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.
13. No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the Public Works Department. **Please be sure your insurance company sends this certificate to the attention of the Public Works Department.**

City of Lodi
Surface Water Treatment Facility
Lodi, CA 95240

Contact: Gary Wiman



Furniture Proposal

Prepared By:
DURST CONTRACT INTERIORS
3008 Cherokee Road
Stockton, CA 95205
Janet L. Davis, Project Manager/Sales

RECEIVED

SEP 08 2010



CITY OF LODI
PUBLIC WORKS DEPARTMENT



Contract Interiors
DURSTOFFICE.COM

PROPOSAL / QUOTE

Address	Phone #	Fax #	Quote #
3008 CHEROKEE ROAD STOCKTON, CA 95205	(209) 463-5734	(209) 463-4516	2010-865
	P.O. No.		Date 9/7/2010
	Terms Net 30		

BILL TO:
CITY OF LODI
LODI, CA 95240

SHIP TO:
SURFACE WATER TREATMENT FACILITY
LODI, CA 95240

Service Agreement?
Yes/No

Deposit? Yes/No

Public Institution?
Yes/No

Customer E-mail gwiman@lodi.gov

Customer Fax

Customer Phone 327-3848

JD

PRICES LISTED ARE
GOOD FOR 30 DAYS.

Please note: delivery/installation/labor charges may vary
depending on site, install conditions & change orders.

The first 2 weeks storage is free.

Item	Description	Qty	Rate	Total
G711C	S/M: LOBBY/RM #100 OS - MODULAR SINGLE GUEST CHAIR FABRIC: CHOICE OF GRADE B WOOD FINISH: CHERRY	6	165.00	990.00T
G2020C	OS - END TABLE, 20" X 20" X 20"H WOOD FINISH: CHERRY	3	86.00	258.00T
OFABD7242LCR	S/M: PLANT SUPERVISOR/RM #104 MAY - BOWFRONT LAMINATE DESK SHELL, 72"W X 42/36"D, CHERRY	1	329.00	329.00T
OFAFBBF26LCR	MAY - DRAWER PEDESTAL, PENCIL/BOX/BOX/FILE, CHERRY (TO BE INSTALLED IN DESK)	1	249.00	249.00T
OFACB4224LCR	MAY - CONTOUR BRIDGE, 24" X 42"W, CHERRY	1	135.00	135.00T
OFACD7224LCR	MAY - CREDENZA SHELL, 72"W X 24"D, CHERRY	1	229.00	229.00T
OFAFF20LCR	MAY - DRAWER PEDESTAL, FILE/FILE (TO BE INSTALLED IN CREDENZA)	1	209.00	209.00T
OFAB5S36LCR	MAY - 5 HIGH BOOKCASE, 15"D X 36"W, CHERRY	1	259.00	259.00T
OFAFLF36LCR	MAY - 2-DRAWER LATERAL FILE, 36"W, CHERRY	1	389.00	389.00T
G711C	OS - MODULAR SINGLE GUEST CHAIR FABRIC: CHOICE OF GRADE B WOOD FINISH: CHERRY	2	165.00	330.00T
1780-M1-A4	9-5 - EXECUTIVE HIGH BACK MULTI-FUNCTION CHAIR W/HEIGHT ADJUSTABLE ARMS FABRIC: CHOICE OF GRADE B	1	299.00	299.00T
WUCA-3636-LT...	S/M: RECEPTION/RM #105 HAWORTH - CORNER WORKSURFACE, 36" X 36"	1	133.65	133.65T
WURA-2442-LT...	HAWORTH - WORKSURFACE, RECTANGULAR, 24" X 42"	1	79.20	79.20T
WURA-2496-LT...	HAWORTH - WORKSURFACE, RECTANGULAR, 24"D X 96"W	1	166.65	166.65T
JLPD-0236-S1A	HAWORTH - XSERIES 2-DRAWER LATERAL FILE, 36"W	1	320.34	320.34T
JPAH-24-S1	HAWORTH - DRAWER PEDESTAL, BOX/BOX/FILE	1	200.64	200.64T
		Subtotal		

Sales Tax (8.75%)

Total

PROPOSED BY

DATE: 9.7.10

ACCEPTED BY:

DATE:

PLEASE SIGN PROPOSAL, SERVICE AGREEMENT AND ARE YOU READY FORM AND FAX BACK TO 209-463-4516. THANK YOU FOR YOUR BUSINESS.



Contract Interiors
DURSTOFFICE.COM

PROPOSAL / QUOTE

Address
3008 CHEROKEE ROAD
STOCKTON, CA 95205

Phone #
(209) 463-5734

Fax #
(209) 463-4516

Quote #
2010-865

P.O. No.

Date 9/7/2010

Terms Net 30

BILL TO:
CITY OF LODI
LODI, CA 95240

SHIP TO:
SURFACE WATER TREATMENT FACILITY
LODI, CA 95240

Service Agreement?
Yes/No

Deposit? Yes/No

Public Institution?
Yes/No

Customer E-mail gwiman@lodi.gov

Customer Fax

Customer Phone 327-3848

JD

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Item	Description	Qty	Rate	Total
ZEBD-1600-PP	HAWORTH - CANTILEVER BRACKET FOR WORKSURFACE, PAIR	3	26.40	79.20T
ZEBR-0000-PN	HAWORTH - BRACKET FOR REAR CORNER WORKSURFACE	1	4.95	4.95T
WT-72	HAWORTH - WALL TRACK, 72"	3	42.24	126.72T
1760-M1-A4	9-5 - MULTI-FUNCTION TASK CHAIR WITH ADJUSTABLE HEIGHT ARMS FABRIC: CHOICE OF GRADE B	1	282.00	282.00T
OFCA36SLB	BREAKROOM/RM #106 MAY - BISTRO TABLE, 36"X36" SQUARE, W/4-PRONG BASE	4	179.00	716.00T
OF2100	KFI - POLYPROPYLENE SLED BASE STACK CHAIR CHOICE OF: BLACK, BURGUNDY OR NAVY FRAME: CHROME	16	65.00	1,040.00T
OFPRS6024T	CONFERENCE/TRAINING - RM #109 MAY - T-MATE RECTANGULAR TABLES, 24" X 60" CHOICE OF: FOLKSTONE GREY OR MAHOGANY	8	239.00	1,912.00T
OF1315	9-5 - SEMINAR CHAIR ON CASTERS, ARMLESS FABRIC: CHOICE OF BLACK, BURGUNDY, CHAMPAGNE, COAL, FERN, DARK BLUE, GRAY, LEAD, PEACOCK OR PLUM FRAME: CHOICE OF BLACK OR SILVER BLACK FLEX BACK	16	129.00	2,064.00T
OF1015HCANT...	MAY - HOSPITALITY CONFERENCE CART, 36"W X 22"D X 43"H COLOR: ANTHRACITE W/BLACK STEEL FRAME	1	389.00	389.00T
JFVL-3072	OFFICE/RM #111 HAW - D-SHAPED SURFACE W/SUPPORT LEG & END PANEL	1	377.34	377.34T
		Subtotal		

Sales Tax (8.75%)

Total

PROPOSED BY:

DATE: 9.7-10

ACCEPTED BY:

DATE:

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Contract Interiors
DURSTOFFICE.COM

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Phone #
(209) 463-5734

Fax #
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Quote #
2010-865

P.O. No.

Date 9/7/2010

Terms Net 30

BILL TO:
CITY OF LODI
LODI, CA 95240

SHIP TO:
SURFACE WATER TREATMENT FACILITY
LODI, CA 95240

Service Agreement?
Yes/No

Deposit? Yes/No

Public Institution?
Yes/No

Customer E-mail gwiman@lodi.gov

Customer Fax

Customer Phone 327-3848

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Item	Description	Qty	Rate	Total
JFBL-2442-1	HAW - X SERIES, BRIDGE, 24X42, LAMINATE, 1/3 MODESTY	1	187.72	187.72T
JFDL-2472-JLS11	HAW - CREDENZA W/FF ON LEFT, 72"X24"	1	594.32	594.32T
JPMH-24-S1	HAW - MOBILE PED, BBF	1	247.00	247.00T
JTHJ-5124-SS1R	HAW - PERSONAL STORAGE/FILE/VALET COMBINATION UNIT	1	830.68	830.68T
JFUS-3372	HAW - VERTICAL STORAGE UNIT 33" X 72" W/ TACKBOARD	1	753.54	753.54T
1780-M1-A4	9-5 - EXECUTIVE HIGH BACK MULTI-FUNCTION CHAIR W/HEIGHT ADJUSTABLE ARMS FABRIC: CHOICE OF GRADE B	1	299.00	299.00T
OPEN OFFICE/RM #121				
EFN-462-B	HAWORTH - FABRIC PANEL, N/P, 48"W X 62"H	2	337.92	675.84T
EFN-562-B	HAWORTH - FABRIC PANEL, N/P, 60"W X 62"H	2	394.02	788.04T
EFN-262-B	HAWORTH - FABRIC PANEL, N/P, 24"W X 62"H	4	248.49	993.96T
FPFC-62-B	HAWORTH - CORNER FABRIC FINISH POST, 62"	2	29.37	58.74T
WMK-62	HAWORTH - WALL MOUNT KIT, 62"H	4	34.98	139.92T
EFN-354-B	HAWORTH - FABRIC PANEL, N/P, 36"W X 54"H	2	295.02	590.04T
EFN-342-B	HAWORTH - FABRIC PANEL, N/P, 36"W X 42"H	2	265.32	530.64T
WT-72	HAWORTH - WALL TRACK, 72"	9	42.24	380.16T
WURA-24A8-LT...	HAWORTH - WORKSURFACE, RECTANGULAR, 108"W X 24"D	2	184.80	369.60T
WURA-2454-LT...	HAWORTH - WORKSURFACE, RECTANGULAR, 54"W X 24"D	4	104.94	419.76T
WURA-2496-LT...	HAWORTH - WORKSURFACE, RECTANGULAR, 96"W X 24"D	2	166.65	333.30T
WURA-2490-LT...	HAWORTH - WORKSURFACE, RECTANGULAR, 90"W X 24"D	1	162.69	162.69T
ZEED-1600-PP	HAWORTH - CANTILEVER BRACKET FOR WORKSURFACE, 1 PAIR	9	26.40	237.60T

Subtotal

Sales Tax (8.75%)

Total

PROPOSED BY:

DATE:

9-7-10

ACCEPTED BY:

DATE:

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DURSTOFFICE.COM

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Address
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Fax #
(209) 463-4516

Quote #
2010-865

P.O. No.

Date 9/7/2010

Terms Net 30

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LODI, CA 95240

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Item	Description	Qty	Rate	Total
UEFS-1654-PML	HAWORTH - ADAPTABLE UPPER STORAGE, UNIGROUP, FLIPPER DOOR, 54"	5	211.86	1,059.30T
LUTS-0042-16U...	HAWORTH - ADAPTABLE TASK LIGHT, PRISMATIC LENS	5	63.36	316.80T
HTB-5416	HAWORTH - TACKBOARD, 54" X 16"	5	79.20	396.00T
JPAH-24-S1	HAWORTH, PED, 6/6/12	5	200.64	1,003.20T
JPAJ-24-S1	HAWORTH, PED, 12/12	5	188.48	942.40T
1780-M1-A4	9-5 - EXECUTIVE HIGH BACK MULTI-FUNCTION CHAIR W/HEIGHT ADJUSTABLE ARMS FABRIC: CHOICE OF GRADE B	5	299.00	1,495.00T
	OPERATIONS/RM #124 (ADJUSTABLE HEIGHT WORKSTATIONS)			
246060NHB	RA - ELECTRIC HEIGHT ADJUSTABLE TABLE BASE	2	1,457.00	2,914.00T
WUCE-6066-LT...	HAWORTH - CORNER WRAP AROUND WORKSURFACE, EXTENDED, 60" X 66" X 24"D, RIGHT	1	261.03	261.03T
WUCE-6066-LT...	HAWORTH - CORNER WRAP AROUND WORKSURFACE, EXTENDED, 60" X 66" X 24"D, LEFT	1	261.03	261.03T
WURA-2436-LT...	HAWORTH - RECTANGULAR WORKSURFACE, 24"D X 36"W	2	71.94	143.88T
JCPT-0230-S1A	HAWORTH - 2-HIGH COMBO FILE, FILE/BOX/BOX/LATERAL, LOCKING	1	477.66	477.66T
JCPR-0230-S1A	HAWORTH - 2-HIGH COMBO FILE, BOX/BOX/FILE/LATERAL, LOCKING	1	477.66	477.66T
JSHA-1	HAWORTH - WORKSURFACE HEIGHT ADJUSTMENT KIT FOR ATTACHED COMBO FILE	2	9.12	18.24T
1768-P1	9-5 - ERGONOMIC STOOL WITH FOOTRING, ARMLESS RANGE: 18.5" - 27" FABRIC: CHOICE OF GRADE B	2	260.00	520.00T
	OPERATIONS/RM #124 (FIXED HEIGHT WORKSTATIONS)			
EFN-262-B	HAWORTH - FABRIC PANEL, N/P, 24"W X 62"H	2	248.49	496.98T
EFN-562-B	HAWORTH - FABRIC PANEL, N/P, 60"W X 62"H	4	394.02	1,576.08T

Subtotal

Sales Tax (8.75%)

Total

PROPOSED BY:

DATE: 9-7-10

ACCEPTED BY:

DATE:

PLEASE SIGN PROPOSAL, SERVICE AGREEMENT AND ARE YOU READY FORM AND FAX BACK TO 209-463-4516. THANK YOU FOR YOUR BUSINESS.



Contract Interiors
DURSTOFFICE.COM

PROPOSAL / QUOTE

Address
3008 CHEROKEE ROAD
STOCKTON, CA 95205

Phone #
(209) 463-5734

Fax #
(209) 463-4516

Quote #
2010-865

P.O. No.

Date 9/7/2010

Terms Net 30

BILL TO:
CITY OF LODI
LODI, CA 95240

SHIP TO:
SURFACE WATER TREATMENT FACILITY
LODI, CA 95240

Service Agreement?
Yes/No

Deposit? Yes/No

Public Institution?
Yes/No

Customer E-mail gwiman@lodi.gov

Customer Fax

Customer Phone 327-3848

JD

PRICES LISTED ARE
GOOD FOR 30 DAYS.

The first 2 weeks storage is free.

Please note: delivery/installation/labor charges may vary
depending on site, install conditions & change orders.

Item	Description	Qty	Rate	Total
EFN-4254-B	HAWORTH - FABRIC PANEL, N/P, 42"W X 54"H	1	318.78	318.78T
EFN-542-B	HAWORTH - FABRIC PANEL, N/P, 60"W X 42"H	1	339.90	339.90T
WMK-62	HAWORTH - WALL MOUNT KIT, 62"H	2	34.98	69.96T
FPFC-62-B	HAWORTH - CORNER FABRIC FINISH POST, 62"	2	29.37	58.74T
WMK-54	HAWORTH - WALL MOUNT KIT, 54"H	1	30.36	30.36T
WT-72	HAWORTH - WALL TRACK, 72"	4	42.24	168.96T
WUCN-4242-LT...	HAWORTH - CORNER WORKSURFACE, 42"W/42" X 24"	2	143.22	286.44T
WURA-2454-LT...	HAWORTH - RECT WORKSURFACE, 24"D X 54"W	2	104.94	209.88T
WURA-2460-LT...	HAWORTH - RECT WORKSURFACE, 24"D X 60"W	2	116.16	232.32T
WUDC-5030-LT...	HAWORTH - CONFERENCE END WORKSURFACE, 50"W X 30"D	1	163.35	163.35T
WUCL-0001	HAWORTH - UNIVERSAL STRAIGHT LEG BASIC	1	34.65	34.65T
ZUBF-0000-PN	HAWORTH - FLUSH MOUNT PLATE	2	6.60	13.20T
ZEBD-1600-PP	HAWORTH - CANTILEVER BRACKET FOR WORKSURFACE, 1 PAIR	5	26.40	132.00T
ZEBR-0000-PN	HAWORTH - CORNER WORKSURFACE REAR BRACKET	2	4.95	9.90T
UEFS-1654-PML	HAWORTH - ADAPTABLE UPPER STORAGE, UNIGROUP, FLIPPER DOOR, 54"	2	211.86	423.72T
JPAH-24-S1	HAWORTH - PEDESTAL, BOX/BOX/FILE	2	200.64	401.28T
JPAJ-24-S1	HAWORTH - PEDESTAL, FILE/FILE	2	188.48	376.96T
1780-M1-A4	9-5 - EXECUTIVE HIGH BACK MULTI-FUNCTION CHAIR W/HEIGHT ADJUSTABLE ARMS FABRIC: CHOICE OF GRADE B	2	299.00	598.00T
	S/M: WORKSHOP/#205			
JFDL-3072-HRS...	HAW - DESK W/BBF ON RIGHT, 30"X72", 3/4 MODESTY	1	681.72	681.72T
JFRL-2448-JLS12	HAW - LEFT RETURN W/FF, 24"X48", 3/4 MOD	1	448.78	448.78T
JFUS-3372	HAW - VERTICAL STORAGE UNIT 33" X 72" W/ TACKBOARD	1	753.54	753.54T
KH580	OS - DURABLE TASK CHAIR	1	165.00	165.00T

S/M: OUTDOOR SEATING

Subtotal

Sales Tax (8.75%)

Total

PROPOSED BY:

DATE: 9-7-10

ACCEPTED BY:

DATE:

PLEASE SIGN PROPOSAL, SERVICE AGREEMENT AND ARE YOU READY FORM AND FAX BACK TO 209-463-4516. THANK YOU FOR YOUR BUSINESS.



Contract Interiors
DURSTOFFICE.COM

PROPOSAL / QUOTE

Address	Phone #	Fax #	Quote #
3008 CHEROKEE ROAD STOCKTON, CA 95205	(209) 463-5734	(209) 463-4516	2010-865
P.O. No.			Date 9/7/2010
Terms Net 30			

BILL TO:
CITY OF LODI
LODI, CA 95240

SHIP TO:
SURFACE WATER TREATMENT FACILITY
LODI, CA 95240

Service Agreement?
Yes/No

Deposit? Yes/No

Public Institution?
Yes/No

Customer E-mail gwiman@lodi.gov

Customer Fax

Customer Phone 327-3848

JD

PRICES LISTED ARE
GOOD FOR 30 DAYS.

The first 2 weeks storage is free.

Please note: delivery/installation/labor charges may vary
depending on site, install conditions & change orders.

Item	Description	Qty	Rate	Total
P8D	SA - 8-FT ALUMINUM PIKNIK TABLE WITH ATTACHED BENCHES TABLE & BENCH TOP COLOR: CHOICE OF SILVER ANODIZED, WALNUT, VERDE GREEN, DESERT TAN, ROYAL BLUE, EMERALD GREEN, SALT/PEPPER, BRITE RED, MARIGOLD YELLOW, SUNSET ORANGE LEG COLOR: UTILITY GRAY	1	650.00	650.00T
PA-CONCRETE	SA - CONCRETE ANCHOR	1	21.00	21.00T
LABOR	LABOR TO ANCHOR TABLE/BENCHES	1	110.00	110.00T
DELIVERY/INST...	DELIVERY/INSTALL	1	4,100.00	4,100.00T
JFDL-3072-HRS...	S/M: CONSTRUCTION TRAILER (DELIVER EARLY) HAW - DESK W/BBF ON RIGHT, 30"X72", 3/4 MODESTY	1	681.72	681.72T
JFRL-2448-JLS12	HAW - LEFT RETURN W/FF, 24"X48", 3/4 MOD	1	448.78	448.78T
JFUS-3372	HAW - VERTICAL STORAGE UNIT 33" X 72" W/ TACKBOARD	1	753.54	753.54T
JLPD-0436-S1	HAW - LATERAL FILE, 4-DRAWER, 36"W	4	551.00	2,204.00T
1780-M1-A4	9-5 - EXECUTIVE HIGH BACK MULTI-FUNCTION CHAIR W/HEIGHT ADJUSTABLE ARMS	1	299.00	299.00T
DELIVERY/INST...	DELIVERY/INSTALL (DELIVER TO CONSTRUCTION TRAILER)	1	135.00	135.00T

Subtotal \$47,839.98

Sales Tax (8.75%) \$4,186.00

Total \$52,025.98

PROPOSED BY:

Janet L. Davis

DATE: 9-7-10

ACCEPTED BY:

DATE:

PLEASE SIGN PROPOSAL, SERVICE AGREEMENT AND ARE YOU READY FORM AND FAX BACK TO 209-463-4516. THANK YOU FOR YOUR BUSINESS.

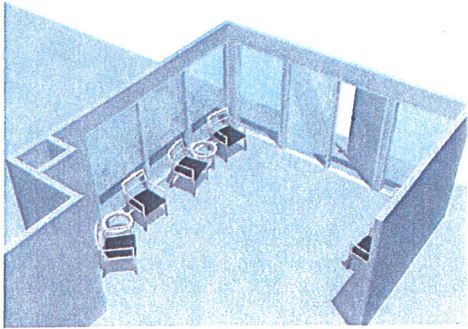
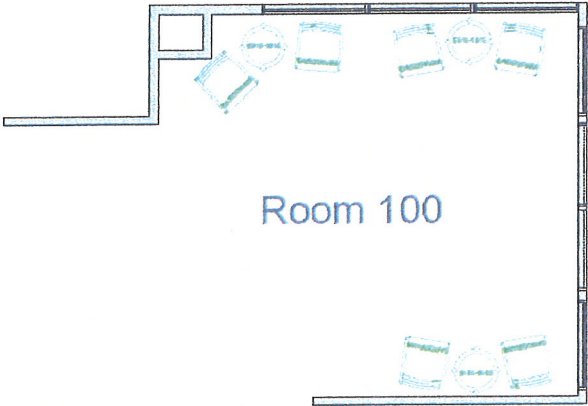
CITY OF LODI - SURFACE WATER TREATMENT FACILITY
LOBBY FURNITURE - ROOM #100



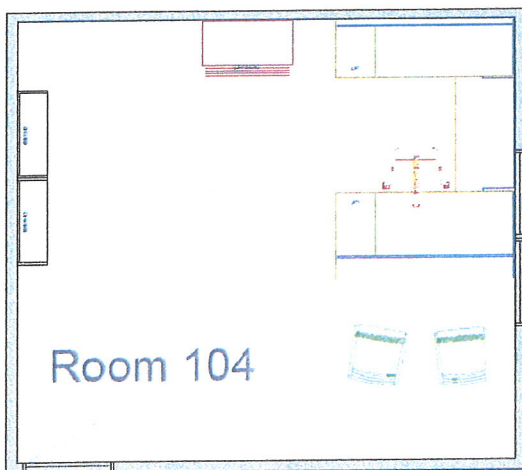
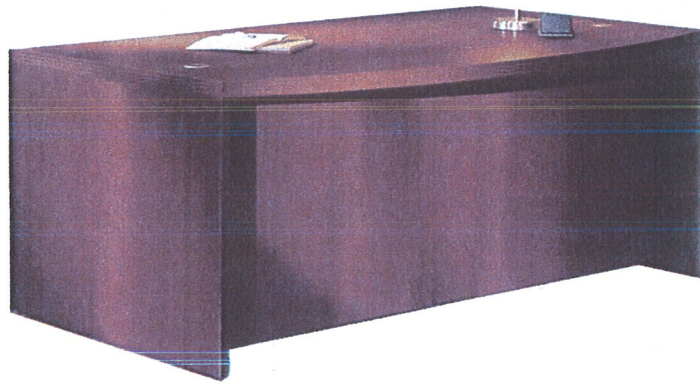
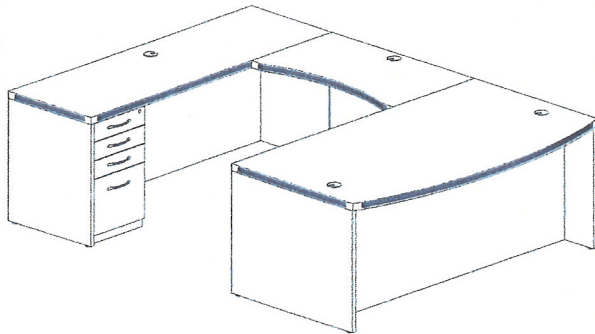
GUEST CHAIR MODEL #G711C
CHERRY FRAME
CHOICE OF GRADE B FABRICS



END TABLE MODEL #G2020C
CHERRY FINISH



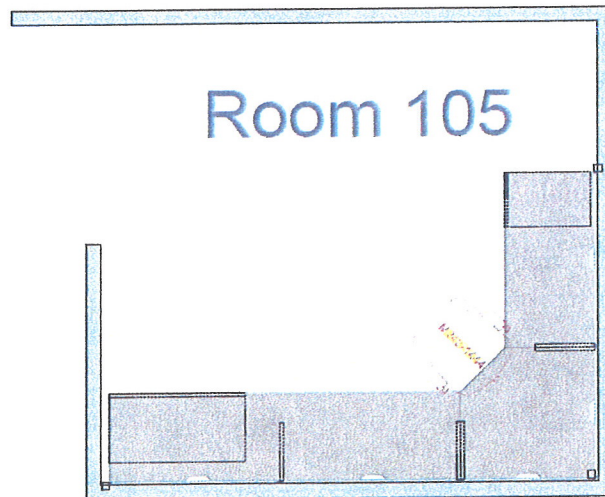
CITY OF LODI - SURFACE WATER TREATMENT FACILITY
PLANT SUPERVISOR - ROOM #104



CITY OF LODI - SURFACE WATER TREATMENT FACILITY
CLERICAL WORKSTATION - ROOM #105



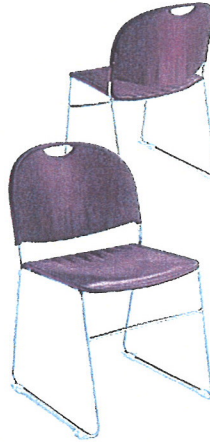
HAWORTH - UNIGROUP WALL MOUNTED
COMPONENTS (ABOVE PICTURED WITH PANELS)



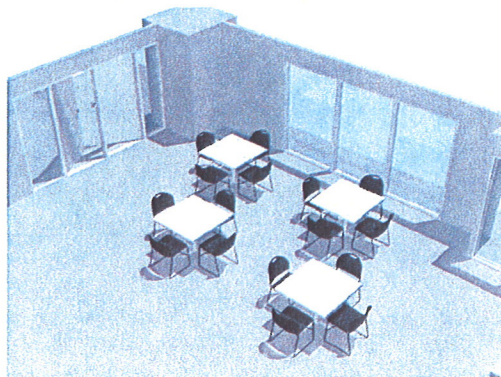
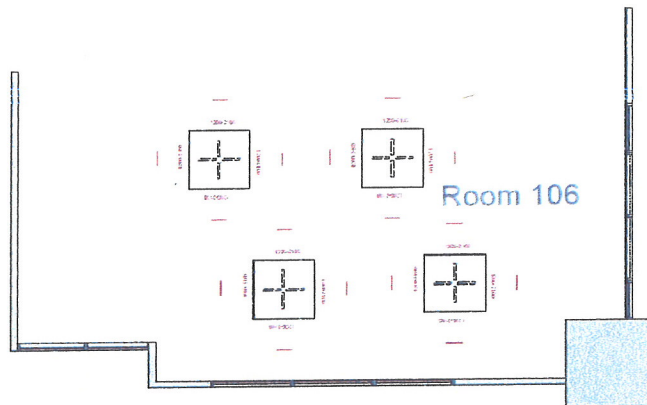
CITY OF LODI - SURFACE WATER TREATMENT FACILITY
LUNCH ROOM #106



MAYLINE - BISTRO 36" SQUARE TABLE
MODEL #OFCA36SLB
LAMINATE TOP: CHOICE OF ANTHRACITE,
FOLKSTONE OR REGAL MAHOGANY.
BASE: BLACK



MODEL #2100 - POLY STACK CHAIR
AVAILABLE COLORS: BURGUNDY, NAVY OR BLACK
CHROME FRAME



CITY OF LODI - SURFACE WATER TREATMENT FACILITY
CONFERENCE/TRAINING ROOM - ROOM #109



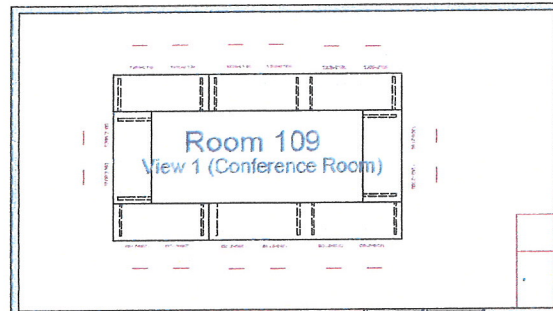
MAYLINE RECTANGULAR TRAINING TABLES
MODEL #OFPRS6024T
LAMINATE: CHOICE OF MAHOGANY OR
FOLKSTONE GRAY 24" X 60" WITH T-BASE LEGS



9-5 SEMINAR CHAIR
MODEL #OF1315



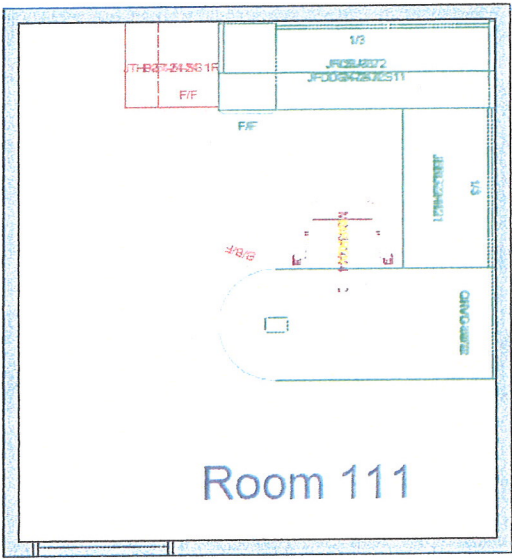
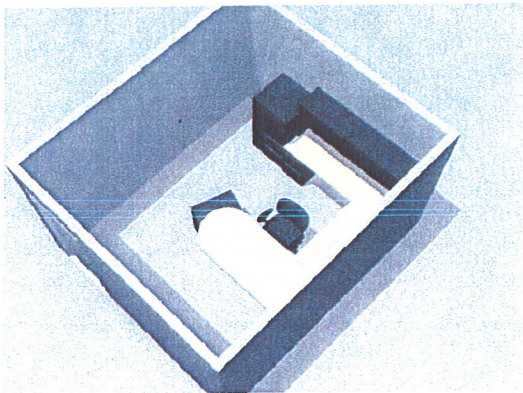
MAYLINE HOSPITALITY CONFERENCE CART
MODEL #OF1015HCANTBLK
36-1/2"W X 21-3/4"D 42-3/4"H
ANTHRACITE WITH BLACK STEEL FRAME



CITY OF LODI - SURFACE WATER TREATMENT FACILITY
OFFICE - ROOM #111



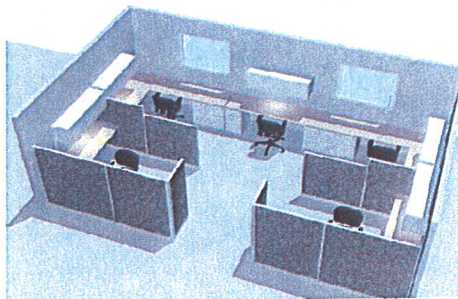
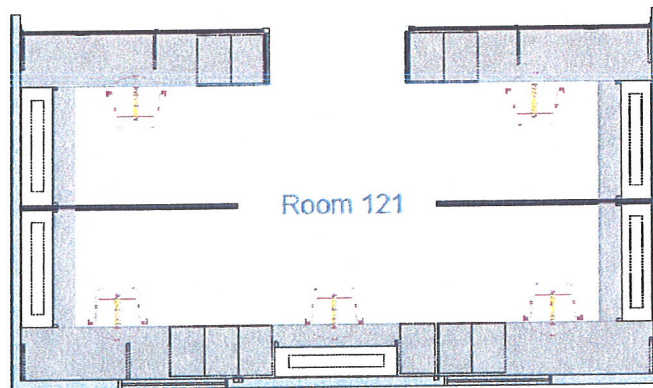
HAWORTH - X-SERIES
FREESTANDING DESK &
COMPONENTS
(To Match Furnishings in Room
#105)



City of Lodi - Surface Water Treatment Facility
Open Office - Rm #121



HAWORTH - UNIGROUP WALL MOUNTED
PANELS AND COMPONENTS (To Match
Furnishings in Room #105)

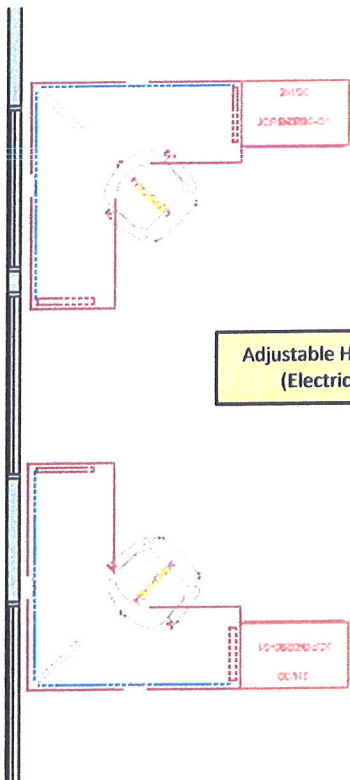


**City of Lodi - Surface Water Treatment Facility
Operations - Rm #124
Adjustable Height Workstations**

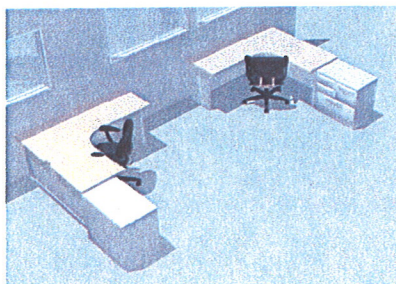
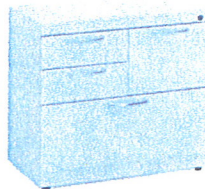


Right Angle - Electric Height Adjustable Base
Model #246060NHB
Height Adjustability with the Gentle Push of a Button
Large 20" Adjustment Range
Adjusts from 27"-47" in 14 Seconds or 1.5" per Second
Sleek and Modern Design with no Bulky Control Unit
T Mold Edging
Huge Lift Capacity of 300 lbs.
Steel base with cavity legs for vertical cord management.
Silver or Black Base

NOTE: To be used with Haworth Worksurfaces
(To Match Furnishings in Room #105)



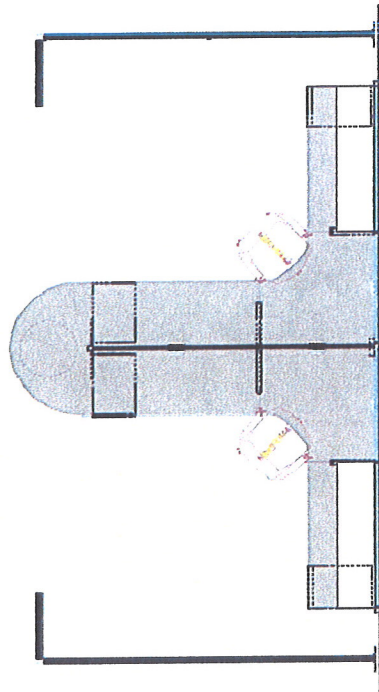
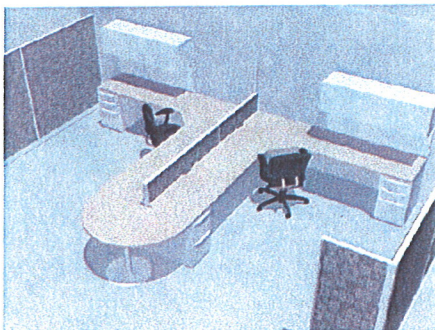
**Adjustable Height
(Electric)**



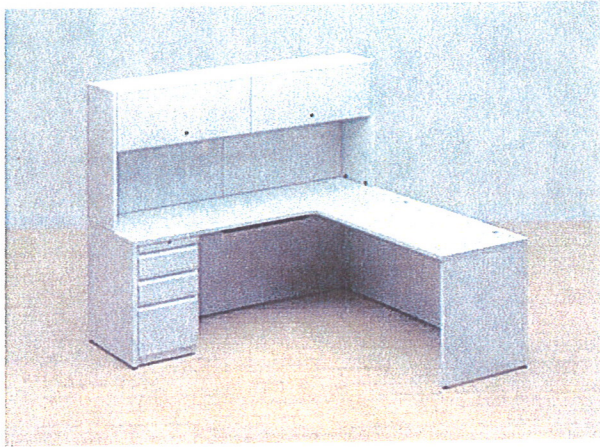
City of Lodi - Surface Water Treatment Facility
Operations - Rm #124
Standard Haworth Unigroup Workstations



HAWORTH UNIGROUP WALL MOUNTED WORKSTATIONS
PANELS TO DIVIDE SPACE
(To match furnishings in Room #105)



City of Lodi - Surface Water Treatment Facility
Workshop - Room #205

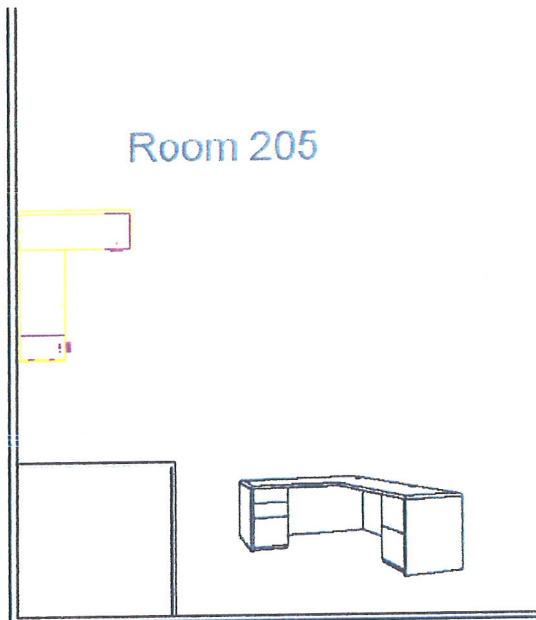


HAWORTH - X-SERIES
Freestanding L-Desk
30"x72" Desk; 24"x48" Right Return
and 72" Overhead Storage Hutch w/Doors
(To match furnishings in room #105)



KH580
Ergonomic Self Skinned
Urethane Chair with Seat Tilt
and Back Angle Adjustment

Room 205



City of Lodi - Surface Water Treatment Facility
Outdoor Seating

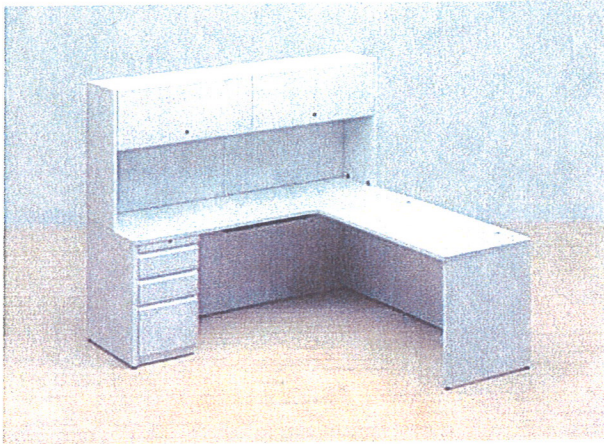


MODEL #P8D
8' Table with Benches



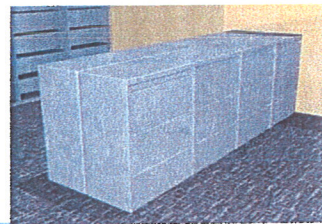
Southern Aluminum Picnic Table
Each Southern Aluminum picnic table can easily withstand the weight of eight people. In fact, they can safely hold up to 250 pounds per square foot. They are so durable that they come with a lifetime guarantee. For a more permanent installation, grass or concrete anchor kits are available for all Southern Aluminum picnic tables.

City of Lodi - Surface Water Treatment Facility
Construction Trailer - Gary Wiman

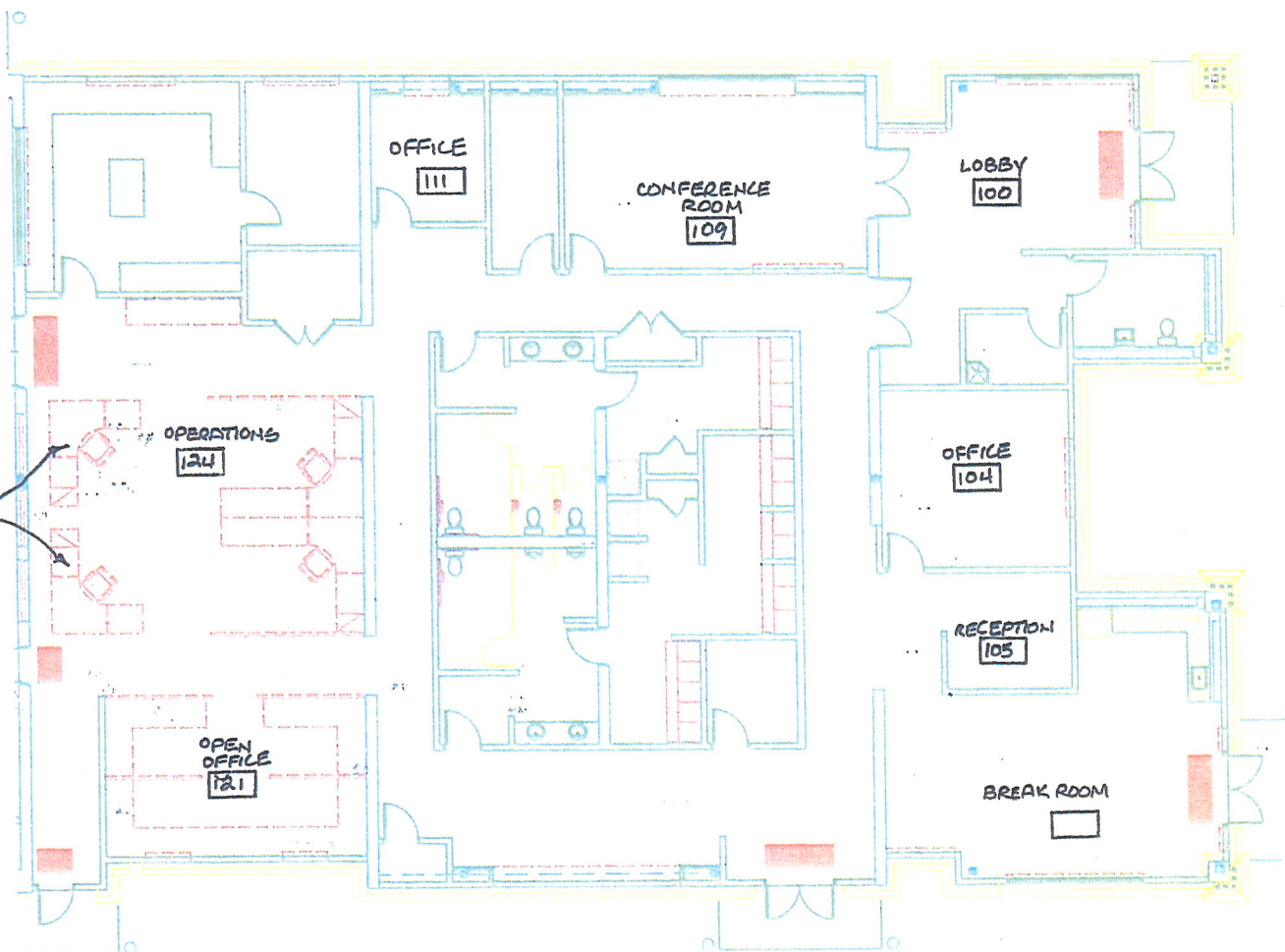


HAWORTH - X-SERIES
Freestanding L-Desk
30"x72" Desk; 24"x48" Right Return
and 72" Overhead Storage Hutch w/doors

HAWORTH - X-SERIES
4-Drawer Lateral Files, 36" w
Locking



TWO
ELECTRIC
HEIGHT
ADJUSTABLE
STATIONS



AGREEMENT FOR CONSULTING SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and HDR ENGINEERING, INC. (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the Construction Administration services required in accordance with attached scope of services, Exhibit A.

CITY wishes to enter into an agreement with CONSULTANT for ENGINEERING SERVICES DURING CONSTRUCTION FOR THE SURFACE WATER TREATMENT FACILITY project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on the Project Construction Schedule.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend Weekly Project meetings as indicated in the Scope of Services, Exhibit A, or as requested by the Owner.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall conform to and shall not exceed the provisions of Fee Proposal, attached as Exhibit B.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit B include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs shall be approved in writing by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit C. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

Section 4.3 No Personal Liability

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person
\$1,000,000 Bodily Injury - Ea. Occurrence
\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential

liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA, 95241.

Section 4.7 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 F. Wally Sandelin, Public Works Director
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910

To CONSULTANT: HDR Engineering, Inc.
 Timothy R. Fleming, Senior Vice President
 2365 Iron Point Road, Suite 300
 Folsom, CA 95630

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from

services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only be written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
KONRADT BARTLAM
INTERIM CITY MANAGER

APPROVED AS TO FORM:

Dated: _____

HDR, Inc.

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY 

By: _____

Its: _____

August 27, 2010

Mr. F. Wally Sandelin, Public Works Director
City of Lodi
Public Works Department
211 West Pine Street
Lodi, CA 95240

RE: Updated Proposal for Surface Water Treatment Facility and Transmission Project – Engineering Services During Construction

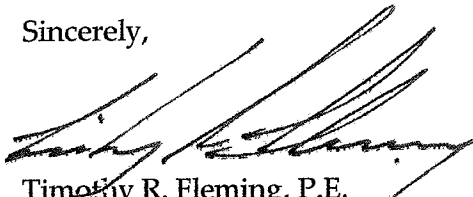
Dear Mr. Sandelin:

Attached please find the second draft of HDR's proposal to provide engineering services during construction for the City's Surface Water Treatment Facility and Transmission Project. Items included with this proposal are:


- Exhibit A - Scope of Work.
- Exhibit B - Estimated Work Effort and Cost.

Please contact me if you have any questions or comments.

Sincerely,



Timothy R. Fleming, P.E.
Senior Vice President



Richard G. Stratton, P.E.
Project Manager / Vice President

RGS:pk/10252

EXHIBIT A SCOPE OF WORK

City of Lodi *Surface Water Treatment Facility and Transmission Project - Engineering Services during Construction*

The following scope of services outlines the tasks and activities to be provided by HDR Engineering, Inc., (HDR) and West Yost Associates during the construction of the City of Lodi's (City's) Surface Water Treatment Facility and Transmission Project. For the purpose of estimating level of effort, this scope assumes a construction project duration of 22 months, including two months for startup and final acceptance. It is understood that the City will be the Construction Manager for the project. HDR and West Yost will provide consultation services during construction, providing continuity of our role as project designer.

TASK 1 - PROJECT MANAGEMENT AND QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Project Management

This task includes the management activities required to efficiently provide HDR's scope of services and meet the City's goals.

- Develop a project management work plan to serve as a communication tool for the City, HDR staff, and subconsultants.
- Prepare invoices and decision log updates on a monthly basis.
- Coordinate with the subconsultants, schedule staff, and coordinate the quality assurance effort.

QA/QC Program

- Institute and maintain a QA/QC program for the work performed on this project, including QC reviews of pertinent correspondence, deliverables, documentation, and project management data.
- Schedule and institute internal audits of the project to assure compliance with the scope.

TASK 2 - SITE VISITS / MONTHLY PROGRESS MEETINGS

- Attend preconstruction conference with two HDR participants.
- Make site visits to observe construction progress, verify design intent, assist in field decision making and problem resolution, and attend weekly construction progress meetings during

active construction. Attend meetings to provide design input on construction and submittal review issues and concurrently provide on-site observation.

- Provide additional field visits to the construction site upon request to observe the work in progress and advise the City of any appropriate comments and/or concerns.
- A total of 104 monthly progress meetings and up to five additional meetings/site visits, as requested by the City, with one or two HDR participants at each meeting site visit, are assumed.

TASK 3 - SCADA AND ELECTRICAL, INSTRUMENTATION, AND CONTROL INTEGRATION FIELD SUPPORT

- Make site visits to verify design, assist with field problem resolution, and hold progress meetings to coordinate electrical and instrumentation supply, construction, and SCADA system integration.
- Assume five meetings for the purpose of electrical, instrumentation, and control planning, coordination, and troubleshooting, including up to two participants from HDR.

TASK 4 - SUBMITTAL REVIEW

- Review shop drawing submittal schedule provided by the contractor. Notify contractor of acceptance or rejection of schedule noting deficiencies and indicating contractor action required.
- Distribute copies of approved schedule to design team members responsible for shop drawing reviews.
- Receive, log, and distribute submittals received from Construction Manager to appropriate design team members for review.
- Review and comment on contractor's submittals including: vendor tests, specification, and reports, as required by the technical specifications, for work related to HDR's scope of design services, and vendor operations and maintenance (O&M) manuals. HDR will review and accept contractor submittals, such as shop drawings, product data, samples, and other data, for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the contractor. HDR's review will be conducted with reasonable promptness while allowing sufficient time in HDR's judgment to permit adequate review. Review of a specific item will not indicate that HDR has reviewed the entire assembly of which the item is a component. HDR will not be responsible for any deviations from the contract documents not brought to the attention of HDR in writing by the contractor. HDR will not be required to review partial submissions nor those for which submissions of correlated items have not been received. Reviews shall be performed by the engineer that designed the project element or acceptable

substitute. Budget is based upon 300 submittals, including resubmittals and four engineering hours, 0.5 project manager hours, and one clerical hour per submittal.

TASK 5 - REQUEST FOR INFORMATION/REQUEST FOR CLARIFICATION (RFI/RFC) REVIEW AND RESPONSE

- Review RFIs and RFCs, and provide response options and recommendations in a timely manner, including expedited reviews for time sensitive RFIs/RFCs. Prepare design clarifications as required to clarify design intent. Budget is based upon 200 RFIs and four engineering hours, 0.5 project manager hours, 0.5 clerical hours, and 0.5 CAD hours per RFI.

TASK 6 - PROPOSED CONTRACT MODIFICATIONS (PCMS) AND CHANGE ORDER ASSISTANCE

PCMs

- Prepare PCM for design changes, including design calculations, drawings, justification, and cost estimates. Budget is based upon up to eight PCMs and supporting documentation, at an average of 10 engineering hours, four project manager hours, 12 CAD hours, and four clerical hours per PCM.

Change Order Assistance

- Assist the City in reviewing proposed change orders for conformance with the design intent and verification of proposed cost. Budget is based upon review of eight change order requests at an average of four project manager hours and four engineering hours per review.

TASK 7 - FINAL PUNCH LIST

- Participate in a two-day site visit to develop items for the punch list (three participants from HDR). Prepare and provide items for incorporation into the final punch list maintained by the Construction Manager.
- Review progress completion on punch list items and conduct a two-day site visit to observe completed work and develop final punch list (one participant from HDR).

TASK 8 - STARTUP AND TESTING

- Attend commissioning team meetings and provide startup and initial operating assistance including assistance in the development, review, and implementation of the contractor's startup and sequencing plan for the SCADA system, membrane systems, pumping stations, and ancillary systems.
- Witness functional testing and performance testing. Provide oversight to confirm that the facilities function properly and meet performance criteria as established in the contract documents.

- Budget is based upon a labor allocation of 200 engineering hours and 6 administration hours.

TASK 9 – RECORD DRAWINGS

- The contractor is responsible for maintaining a single field mark-up set, and the City's red-lines should be contained in a single marked-up set. HDR will provide CAD-generated record drawings from the contractor's and City's "red-line" field mark-up set. Details and drawings will be updated based upon review of City/contractor redlines and actual equipment shop drawings. Detailed shop drawing information will not be placed on the drawings, but will be used to correct the original drawings. Reconcile PCMs and change orders with contractor mark-ups to ensure contract changes have been incorporated.
- One full-size (22" x 34") bond set, one PDF file, and one set of CAD files of the record drawings will be provided.
- Budget is based upon 360 drawings, 0.5 engineering hour, and one CAD hours per drawing.

TASK 10 – TECHNICAL REPORT TO SUPPORT SURFACE WATER TREATMENT FACILITY PERMIT APPLICATION

- Section 116530 of the Safe Drinking Water Act, entitled "Technical report" states, "A public water system shall submit a technical report to the department as part of the permit application or when otherwise required by the department. This report may include, but not be limited to, detailed plans and specifications, water quality information, and physical descriptions of the existing or proposed system, and financial assurance information."
- Prepare the technical report in accordance with the California Waterworks Standards.
- Submit one PDF copy of the draft report to the California Department of Public Health (CDPH) and the City for review and approval prior to preparing the final copies for binding.
- Three bound copies of the final report plus CD with both PDF and MSWord versions will be provided to the City.

TASK 11 – O&M MANUAL AND OPERATIONS PLAN

- Prepare a facility O&M manual and Operations Plan that covers the operation of the raw water pump station and the surface water treatment facility. The O&M manual will be a complete document with process schematics, photos showing location of key components, and process and instrumentation diagrams (P&IDs). It will cover operation of each of the plant's components, control descriptions and normal facility setpoints, equipment specifications, and general troubleshooting procedures. The O&M manual will include general operating guidance for the membrane system and will reference more detailed membrane operating procedures to be provided by the membrane supplier.
- Submit one PDF copy of the draft O&M manual to the City and CDPH for review and approval prior to preparing the final copies for binding. The O&M Manual will include an Operations Plan in accordance with the California Waterworks Standards.

- Provide three bound copies of the final O&M manual, in three-ring binders, plus a CD with both PDF and MSWord versions.

OPTIONAL ITEM TASK – TRAINING FOR CITY STAFF

- Review training manuals prepared by others, such as equipment suppliers.
- After completing the O&M manual (see Task 12), prepare course materials and conduct training sessions for O&M personnel on each surface water treatment facility unit process and on the overall operation of the plant. Operator training shall include approximately 40 hours of classroom training with handouts as required. Budget is based upon an allocation of 100 engineering/operations specialist hours, 32 project manager hours, 14 hours electrical engineer, and 20 administration hours. Training will be conducted in classrooms at the plant or another location provided by the City.

CITY AND CONTRACTOR/ RESPONSIBILITIES

- The City will be responsible for construction management, including, but not limited to, processing payment requests, document management, dispute resolution, progress meetings, inspection, testing supervision, and final closeout.
- Contractor is responsible for completing the project within the time allowed in the contract or be subject to liquidated damages.
- The contractor must submit updated redline as-built mark-ups prior to receiving an approval on each payment request.
- The contractor is responsible for their means and methods of constructing the project subject to the contract documents, applicable laws and codes, construction site safety, and coordination of work between trades.

EXHIBIT B - ESTIMATED WORK EFFORT AND COST

City of Lodi

Surface Water Treatment Facility and Transmission Project - Engineering Services During Construction

Task No.	Task Description	Principal/ QA/QC	Project Manager	Civil/ Process	Arch	Struct Engr	Mech Engr	Elect Engr	CADD Tech	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Subs (\$)	Total Cost (\$)
1	Project Management and QA/QC	6	58							72	136	\$21,077	\$ 1,686	\$ 6,600	\$ 29,363
2	Site Visits/Progress Meetings (up to 109)		80	300	16	4	12			20	432	\$70,477	\$ 7,048	\$ 11,000	\$ 88,524
3	SCADA and Electrical, Instrumentation, and Control Integration Field Support (up to 5 meetings)		8	8				40		4	60	\$11,681	\$ 1,168		\$ 12,849
4	Submittal/O&M Manual Review (up to 300)		150	220	140	136	132	172	140	300	1,390	\$206,633	\$ 20,663	\$ 46,200	\$ 273,496
5	RFI/RFC Review and Response (up to 200)		100	156	90	90	80	120	120	100	856	\$132,517	\$ 13,252	\$ 25,850	\$ 171,619
6	PCM and Change Order Assistance (up to 8, each)		64	62	6	6	6	8	96	32	280	\$42,165	\$ 4,217	\$ 7,700	\$ 54,082
7	Final Punch List		16	8			8	16		5	53	\$9,777	\$ 978	\$ 2,200	\$ 12,955
8	Startup and Testing		16	96			12	27		8	159	\$26,329	\$ 2,633	\$ 7,700	\$ 36,662
9	Record Drawings	16	20	68	8	8	8	8	360	24	520	\$67,118	\$ 6,712	\$ 13,200	\$ 87,030
10	Technical Report to Support Permit Application	12	38	121					40	40	251	\$38,056	\$ 3,806		\$ 41,861
11	O&M Manual and Operations Plan	12	64	140			16	24	80	88	424	\$63,059	\$ 6,100	\$ 6,600	\$ 75,759
TOTALS		46	614	1,179	260	244	274	415	836	693	4,561	\$688,889	\$68,261	\$127,050	\$884,200
Optional Item															
O1	Training for City Staff	2	32	100				14		20	168	\$27,692	\$ 2,769		\$ 30,461

**HDR ENGINEERING, INC.
STANDARD RATE SCHEDULE
November 2010 to August 2012**

**City of Lodi
Surface Water Treatment Facility and Transmission Project -
Engineering Services During Construction**

Project Principal	295
Sr. Financial Specialist	259
Sr. Project Manager	251
Sr. Project Engineer	243
Sr. Cost Estimating Specialist	230
Sr. Structural Engineer	222
Electrical IV	215
Mechanical Engineer III	191
Operation Specialist	184
Electrical Engineer III	172
Process Engineer	172
Project Engineer II	160
CAD Manager	160
Architect I	154
Mechanical Engineer I	151
Civil Engineer	139
Sr. CAD Tech	137
CAD Tech III	126
Project Controller II	124
Structural Engineer	117
Cost Estimator	117
Sr. Administrative	105
Engineer-in-Training	102
Drafter III	93
Clerical	70

Please Note: Rates include current overhead rate plus profit.

EXPENSES

In-House Expenses

Technology Charge per Direct Labor Hour	\$3.70
Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Color Copy (per copy)	\$0.75 to \$1.50
Photocopies (per copy)	\$0.10 to \$0.20
Bond Plotting - Black & White (per square foot)	\$0.135
Bond Plotting - Color (per square foot)	\$0.50
Vellum - Black & White (per square foot)	\$0.50
Mylar - Black & White (per square foot)	\$0.90

Please Note: Technology charges include computer, CADD, network, software, and other related technology services. Expenses and subconsultants are charged with a 10 percent markup.



S J C O G, Inc.

555 East Weber Avenue • Stockton, CA 95202 (209) 235-0600 • FAX (209) 235-0438

*San Joaquin County Multi-Species Habitat Conservation &
Open Space Plan (SJMSCP)*

**City of Lodi Surface Water Treatment Plant
APNs: 015-230-15 et al.**

**SJMSCP
Incidental Take Minimization Measures**

Date: October 12, 2010

Total Disturbed Acres Anticipated: 17.4 acres

Project Jurisdiction: City of Lodi

Species/Habitat Findings:

Advisory Statements

After inspecting the project site, and project site conditions, the San Joaquin Council of Governments (SJCOG) provides the following *advisory statements* to the applicant. No further action is required with the SJCOG with respect to the following statements. SJCOG does not accept any liability for the accuracy of these statements since each regulatory agency discussed below must determine the extent of its own regulatory authority with respect to the proposed project. Nonetheless, we are reasonably confident that the advice provided in this paragraph is sound. The proposed project as reviewed will not likely affect areas/habitats that would be regulated by the California Department of Fish and Game (CDFG) pursuant to Section 1602 of the Fish and Game Code (i.e., will not require a streambed alteration agreement).

It should be noted that two important federal agencies (U.S. Army Corps of Engineers and the California Regional Water Quality Control Board) have not issued permits to the SJCOG and so payment of the fee to use the SJMSCP will not modify requirements now imposed by these two agencies. **Potential waters of the United States [pursuant to Section 404 Clean Water Act] may occur on the project site.** It therefore may be prudent to obtain a preliminary wetlands map from a qualified consultant. If waters of the United States are confirmed on the project site, the Corps and the Regional Water Quality Control Board (RWQCB) would have regulatory authority over those mapped areas [pursuant to Section 404 and 401 of the Clean Water Act respectively] and permits would likely be required from each of these resource agencies prior to impacting these features on the project site.

SJMSCP Covered Animal Species Potentially Occurring on Project Site	
Animal Species	Findings
Birds	
Western burrowing owl <i>Athene cunicularia</i>	No suitable habitat for this species occurs on project site.
Swainson's hawk <i>Buteo swainsoni</i>	Suitable nesting and foraging habitat for this species occurs on the project site.
Fish	
Delta smelt <i>Hypomesus transpacificus</i>	This species may occur in Mokelumne River immediately north of the project site. No impacts to the river will occur as a result of the proposed project.
Reptiles	
Giant garter snake <i>Thamnophis gigas</i>	This species is not known to occur in the Mokelumne River immediately north of the project site. However, this species has been recorded within 6 miles of the project site.
Western pond turtle <i>Actinemys marmorata</i>	Suitable nesting habitat for this species occurs on the banks the Mokelumne River immediately north of the project site.
Amphibians	
California tiger salamander <i>Ambystoma californiense</i>	No suitable breeding or estivating habitat on or adjacent to the project site.
Insects	
Valley elderberry longhorn beetle <i>Desmocerus californicus dimorphus</i>	No elderberry bushes occur on the project site.
Mammals	
Western red bat <i>Lasiurus blossevillei</i>	Although this species is not covered by the SJMSCP, it is a California species of special concern that was recorded by the CNDDB approximately 4 miles west of the project site. This species may occur in the mature riparian habitat on the river banks of the project site. However, no impacts to riparian habitat will occur as a result of the proposed project.
Red bat <i>Lasiurus borealis</i>	This species may occur in the mature riparian habitat on the river banks of the project site. However, no impacts to riparian habitat will occur as a result of the proposed project.
Yuma myotis <i>Myotis yumanensis</i>	This species may roost in the barn that is proposed to be moved.

SJMSCP Covered Plant Species Potentially Occurring on Project Site	
Plant Species	Findings
Bristly sedge <i>Carex comosa</i>	This species may occur along the river bank immediately west of the project site. River bank will not be impacted by proposed project.
Delta mudwort <i>Limosella subulata</i>	This species may occur along the river bank immediately west of site. River bank will not be impacted by proposed project.
Delta tule pea <i>Lathyrus jepsonii</i> var. <i>jepsonii</i>	This species may occur along the river bank immediately west of site. River bank will not be impacted by proposed project.
Mason's lilaeopsis <i>Lilaeopsis masonii</i>	This species may occur along the river bank immediately west of site. River bank will not be impacted by proposed project.
Mad-dog skullcap <i>Scutellaria lateriflora</i>	This species may occur along the river bank immediately west of site. River bank will not be impacted by proposed project.
Suisun marsh aster <i>Symphotrichum lentum</i>	This species may occur along the river bank immediately west of site. River bank will not be impacted by proposed project.
Woolly rose-mallow <i>Hibiscus lasiocarpus</i> var. <i>occidentalis</i>	This species may occur along the river bank immediately west of site. River bank will not be impacted by proposed project.

Habitat Types to be Disturbed:

Habitat Type	Acreage
Agriculture (C2)	12.4 acres
Urban (U)	5 acres
Total	17.4 acres

Conditions

Prior to Issuance of a Building Permit:

1. Pay the appropriate fee based on current fee categories and rates to SJCOG Inc.
 - Multi-purpose Habitat Land \$7,307.00 X 12.4 AC of disturbance = \$90,606.80

Total Fee due: \$90,606.80

Note: If fees are not paid prior to January 1, 2011 this project will be subject to the subsequent fee increase, and the fee above will no longer be applicable.

Initial _____

The following conditions are prescribed by the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) for the proposed project.

A . Prior to Commencing Construction to Occur Between February 1st and September 1st:

The Project Proponent shall have SJCOG approved biologist conduct a preconstruction nesting survey for **Swainson's hawk** and other **common bird species** subject to the Migratory Bird Treaty Act. Pursuant to the Migratory Bird Treaty Act (16 USC 703-711), it is unlawful to "take" (kill, harm, harass, shoot, etc.) any migratory bird listed in Title 50 of the Code of Federal Regulations, Section 10.13, including their nests, eggs, or young. Migratory birds include geese, ducks, shorebirds, raptors, songbirds, wading birds, seabirds, and passerine birds (such as warblers, flycatchers, swallows, etc.). If nesting SJMSCP covered bird species are found, the project proponent shall implement the following measures:

1. If **Swainson's hawk** nest trees have been retained pursuant to condition **B (see below)**, a preconstruction survey for active **Swainson's hawks** shall be conducted prior to construction for all construction activities occurring between February 15th and September 1st. All construction activities shall remain a distance of two times the dripline of the tree from any occupied nest. No construction or earth-moving activity should occur within the non-disturbance buffer until it is determined by SJCOG approved biologist that the young have fledged (that is, left the nest) and have attained sufficient flight skills to avoid project construction zones.
2. If **common birds** are found nesting within 75 feet of the project site, a setback of 75 feet from any active nest shall be established and maintained during the nesting season for the period encompassing egg laying until fledglings leave nests. This setback applies whenever construction or other ground-disturbing activities are scheduled during the nesting season if an active nest is identified by the project biologist. Setbacks shall be marked by orange construction fencing or other temporary exclusion fencing. Existing roads that are actively used, and similarly buildings, other structures, etc. that were actively in use when the nest was constructed are not subject to the nest protection buffer, but the level of human activity must remain consistent from the time the nest was constructed or first in use until young fledge. That is, new types of activities and disturbance must be avoided within the nest protection buffer. In addition, if nests are found in existing structure(s) that are proposed to be removed or modified, these actions may not occur until a SJCOG approved biologist confirms that young fledged the nest and/or the nest is no longer in use. All nesting buffers shall remain in place until SJCOG approved biologist confirms that young fledged the nest and/or the nest is no longer in use.

B. A. Prior to Commencing Construction to Occur Between September 1st and February 1st:

1. The Project Proponent has the option of retaining known or potential **Swainson's hawk** nest trees (i.e., trees in which are known to have nested within the past three years or trees, such as large oaks or cottonwoods, which the hawks prefer) or removing the nest trees. If the project proponent opts to retain a nest tree and the nest tree becomes occupied during construction activities, then all construction activities shall remain a distance of two times the dripline of the tree, as measured from the nest. If the Project Proponent elects to remove a nest tree, then nest trees shall be removed between September 1 and February 15th, when nests are unoccupied.

C. Prior to Commencing Construction to Occur between April 1 and November 31:

Western pond turtles may nest on the river banks adjacent to the project site. The Project Proponent shall have a SJCOG approved biologist conduct a preconstruction nesting survey for western pond turtle. If nesting areas for pond turtles are identified on a project site, a buffer area of 300 feet shall be established between the nesting site (which may be immediately adjacent to the river or extend up to 400 feet away from the river banks in uplands). These buffers shall be indicated by temporary fencing if construction has or will begin before nesting periods are needed (the period from egg laying to emergence of hatchlings is normally April to November).

D. Prior to Commencing Construction to Occur Between October 2nd and April 30th:

See section E below for minimization and avoidance measures for the **giant garter snake**. Between October 2nd and April 30th, the JPA, with the concurrence of the Permitting Agencies' representatives on the TAC, shall determine if additional measures are necessary to minimize and avoid take of the **giant garter snake**.

E. Prior to Commencing Construction to Occur Between May 1st and October 1st:

1. Construction shall occur during the active period for the **giant garter snake**, between May 1 and October 1. Between October 2nd and April 30th, the JPA, with the concurrence of the Permitting Agencies' representatives on the TAC, shall determine if additional measures are necessary to minimize and avoid take.
2. Limit vegetation clearing within 200 feet of the banks of potential giant garter snake aquatic habitat to the minimal area necessary.
3. Confine the movement of heavy equipment within 200 feet of the banks of potential giant garter snake aquatic habitat to existing roadways to minimize habitat disturbance.

4. Prior to ground disturbance, all on-site construction personnel shall be given instruction regarding the presence of SJMSCP Covered Species and the importance of avoiding impacts to these species and their habitats.
5. In areas where potential giant garter snake habitats are being retained on the site:
 - a. Install temporary fencing at the edge of the construction area and the adjacent riparian habitat;
 - b. Restrict working areas, spoils and equipment storage and other project activities to areas outside of riparian habitat; and
 - c. Maintain water quality and limit construction runoff into wetland areas through the use of hay bales, filter fences, vegetative buffer strips, or other accepted equivalents.
6. Pre-construction surveys for the giant garter snake (conducted after completion of environmental reviews and prior to ground disturbance) shall occur within 24 hours of ground disturbance.
7. Other provisions of the *USFWS Standard Avoidance and Minimization Measures during Construction Activities in Giant Garter Snake Habitat* (attached) shall be implemented (excluding programmatic mitigation ratios which are supported by the SJMSCP's mitigation ratios).

F. Prior to Commencing Construction:

Preconstruction surveys for the **Yuma myotis** shall be conducted by an SJCOG approved biologist in the barn that is proposed to be moved, within a week prior to commencement of construction. If a nursery site is detected prior to the nursery season (May through August), this site shall be sealed.

Seal hibernation sites, prior to the hibernation season (November through March) when hibernation sites are identified on the project site. Alternatively, grating may be installed as described in 5.5.9(E)(1) of the SJMSCP.

If a colonial roosting site is detected, removal shall occur outside of the nursery and/or hibernation seasons (May through August; November through March) and shall occur during dusk and/or evening hours after bats have left the roosting site, unless otherwise approved pursuant to Section 5.2.3.2 of the SJMSCP.

G. During project construction:

All food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in closed containers and removed at least once a week from the construction site.

In reliance on the Section 10(a)(1)(B) Permit issued by the United States Fish and Wildlife Service and the Section 2081(b) Incidental Take Permit issued by the California Department of Fish and Game, City of Lodi has consulted with and agreed to allow coverage pursuant to the SJMSCP for the City of Lodi Surface Water Treatment Plant Project, its successors, agents and assigns pursuant to the "Implementation Agreement for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan" which will allow the City of Lodi Surface Water Treatment Plant Project, its successors, agents and assigns to construct, operate and maintain the Project commonly known as the City of Lodi Surface Water Treatment Plant Project and located on Assessor Parcel Number 015-230-15 which could result in a legally permitted Incidental Take of the SJMSCP Covered Species in accordance with and subject to the terms and conditions of the City of Lodi Surface Water Treatment Plant Project approved by the City of Lodi. This Certification applies only to activities on the subject parcel(s) which are carried out in full compliance with the approved plans for the City of Lodi Surface Water Treatment Plant Project, Section 10(a)(1)(B) Permit, and Section 2081(b) Incidental Take Permit conditions.

I have read, acknowledge, and agree to the preceding conditions:

Project Proponent

Date

Please Print Name Here

Approved as to form

City Attorney



RESOLUTION NO. 2010-182

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
SUBSTITUTION OF SUBCONTRACTORS, REJECTING BID PROTEST,
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS FOR
CONSTRUCTION, MEMBRANE FILTRATION SYSTEM, TESTING AND
INSPECTION SERVICES, FURNITURE, CONSTRUCTION
ADMINISTRATION SERVICES, AND INCIDENTAL TAKE MINIMIZATION
MEASURES FOR THE SURFACE WATER TREATMENT FACILITY
PROJECT AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on September 16, 2010, at 2:00 p.m., for the City of Lodi Surface Water Treatment Plant, described in the plans and specifications therefore approved by the City Council on July 21, 2010; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Location	Bid
Engineer's Estimate		\$32,000,000
C. Overaa & Company	Richmond	\$22,837,000
G.S.E. Construction Company, Inc.	Livermore	\$24,548,000
Auburn Constructors	Sacramento	\$25,200,300
S.J. Amoroso Construction	Redwood Shores	\$25,697,000
W.M. Lyles Company	West Sacramento	\$26,176,000
Monterey Mechanical Company	Oakland	\$26,660,000
Gateway Pacific Contractors	Sacramento	\$27,998,129
Western Water Constructors, Inc.	Santa Rosa	\$28,365,000
J.R. Filanc Construction Company	Escondido	\$28,760,000

WHEREAS, C. Overaa & Company has requested a substitution of A.M. Stephens Construction Company, Inc., of Lodi, California, for Sierra Equipment Rental, Inc., of Glenn, California, and of FD Thomas, of Medford, Oregon, for National Coatings and Lining Company, of Lake Elsinore, California, and has set forth evidence that the listed contractors were listed by mistake, consistent with the requirements of Public Contracts Code Section 4107; and

WHEREAS, G.S.E. Construction, of Livermore, California, has protested C. Overaa & Company's award based on its assertion that Overaa did not list an approved subcontractor for the traffic signal scope of work. C. Overaa & Company has provided the City with documentation that the traffic signal work is included in the approved electrical contractor's (San Joaquin Electric) scope of work. The work will be performed by Pacific Excavation, Inc. as a subcontractor to San Joaquin Electric; and

WHEREAS, staff recommends awarding the contract for the City of Lodi Surface Water Treatment Plant to the low bidder, C. Overaa & Company, of Richmond, California, in the amount of \$22,837,000; and

WHEREAS, at the December 16, 2009, City Council meeting, Pall Corporation was authorized as the membrane filtration system supplier, and staff, along with HDR Engineering, has negotiated the necessary terms and requirements of the membrane filtration system to meet our specific project needs, with a total contract amount of \$890,000; and

WHEREAS, Krazan & Associates, Inc., provided the same inspection and testing services for all phases of the White Slough Water Pollution Control Facility upgrades. Krazan & Associates will also provide an inspector to assist the City Building Inspector who has been previously approved by the Building Division to represent their interests. The time-and-materials contract for testing and inspection services is not to exceed \$488,000; and

WHEREAS, on April 20, 1994, City Council established Haworth, Inc., as the standard office systems furniture manufacturer for City projects. Durst Contract Interiors is the local authorized vendor for Haworth products and installation. The total contract for furniture is \$52,025; and

WHEREAS, staff recommends HDR Engineering, Inc., perform the construction administration services. As the design engineer for this project, HDR is ideally suited to perform these duties. This is a time-and-materials contract with a not-to-exceed maximum of \$890,000; and

WHEREAS, to meet the requirements of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, compensation is required for converting open space to non-open space use and an Incidental Take Minimization Measures agreement is required to be executed by the City. This is a one-time fee of \$90,606.80; and

WHEREAS, the total project estimate is \$36,500,000, which includes the construction contract, membrane filtration system, shop tools and equipment, furniture, property acquisition, permit fees, construction administration services, testing and inspection contract, construction contingencies, and other project-associated expenses; and

WHEREAS, staff recommends a total project appropriation of \$36,500,000 from the sale of the bonds approved at the October 6, 2010, Council meeting.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the substitution of A.M. Stephens Construction Company, of Lodi, California, for Sierra Equipment Rental, Inc., of Glenn, California, and of FD Thomas, of Medford, Oregon, for National Coatings and Lining Company, of Lake Elsinore, California; reject the bid protest of G.S.E. Construction, of Livermore, California; authorize the City Manager to execute contracts with C. Overaa & Company, of Richmond, California, for construction (\$22,837,000), Pall Corporation, of Port Washington, New York, for membrane filtration system (\$3,926,081), Krazan & Associates, of Modesto, California, for testing and inspection services (\$488,000), Durst Contract Interiors, of Stockton, California, for furniture (\$52,025), HDR Engineering, of Folsom, California, for construction administration services for Surface Water Treatment Facility Project (\$890,000), and San Joaquin Council of Governments for Incidental Take Minimization Measures (\$90,606.80); and

BE IT FURTHER RESOLVED that funds in the amount of \$36,500,000 be appropriated from the Water Fund.

Dated: October 20, 2010

=====

I hereby certify that Resolution No. 2010-182 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 20, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, and Mayor Katzakian

NOES: COUNCIL MEMBERS – Hitchcock and Mounce

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk

The City of Lodi
**Public Works
Engineering**



Surface Water Treatment Facilities

Item H-1
October 20, 2010



Surface Water Treatment Facilities

- Public hearing
 - Subcontractor Substitutions
 - Sierra Equipment Rental, Inc by A.M. Stephens Construction Company, Inc.
 - National Coating and Lining Co. by FD Thomas
 - G.S.E. Construction Protest – failure to list subcontractor (Pacific Excavation)
- Recommended Motion/Action
 - Approve Substitutions
 - Reject Protest

Schedule



- Notice Inviting Bids – August 5, 2010
- Open Bids - September 14, 2010
- Financing Approvals – October 6, 2010
- Bond Pricing – October 19, 2010
- Award Contract – October 20, 2010
- Close Bond Sale – October 28, 2010
- Construction Period 24 Months



Project Budget

Budget Item	Amount
Site Acquisition (Parks Dept.)	\$1,200,000
Wastewater Capacity Charge	1,472,912
Other Fees	730,580
Utility Services	500,000
Construction Contract	22,837,000
Project Management (City Staff)	240,000
Testing and Inspection	492,000
Pall Membrane System	3,926,081
Equipment and Furnishings	427,026
Contract Administration (HDR)	890,000
Contingency (16%)	<u>3,784,401</u>
Project Total Budget	\$36,500,000



Recommended Action

Adopt resolution authorizing City Manager to execute agreements and appropriating funds in the amount of \$36,500,000

1. C. Overaa & Co. for construction
3. Pall Corp. for membrane system
3. Krazan & Assoc. for testing and inspection
4. Durst Contract Interiors for furniture
5. HDR, Inc. for construction mangement
6. SJCOG for habitat mitigation fees



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO CONSIDER ITEMS RELATED TO SURFACE
WATER TREATMENT FACILITY PROJECT**

PUBLISH DATE: SATURDAY, OCTOBER 9, 2010

LEGAL AD


TEAR SHEETS WANTED: One (1) please

**SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052**

RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, OCTOBER 7, 2010

**ORDERED BY: RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS	Faxed to the Sentinel at 369-1084 at <u>2:15pm</u> (time) on <u>10/7/10</u> (date) <u>2</u> (pages)
	Phoned to confirm receipt of all pages at _____ (time) CF _____ MB _____ JMR (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER ITEMS RELATED TO SURFACE WATER TREATMENT FACILITY PROJECT

On Friday, October 8, 2010, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider items related to Surface Water Treatment Facility Project (attached and marked as Exhibit A) was posted at the following locations:

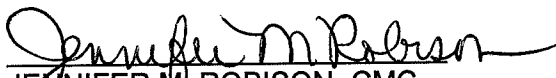
Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 8, 2010, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: October 20, 2010

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl,
City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, October 20, 2010**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Substitution of listed subcontractors and bid protest; adopt resolutions authorizing the City Manager to execute agreements with the following entities for the Surface Water Treatment Facility Project; and appropriating funds in an amount not to exceed \$36,500,000 for the total project:**
- C.Overaa & Co., of Richmond, for Construction
 - Pall Corporation, of Port Washington, New York, for Membrane Filtration System
 - Krazan & Associates, of Modesto, for Testing and Inspection Services
 - Durst Contract Interiors, of Stockton, for Furniture
 - Various Community Groups for Tree Mitigation
 - HDR Engineering, of Folsom, for Construction Administration Services

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

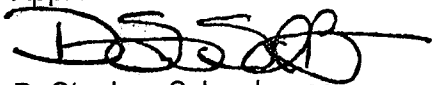
If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:


Randi Johl
City Clerk

Dated: October 7, 2010

Approved as to form:


D. Stephen Schwabauer
City Attorney

CITY COUNCIL

PHIL KATZAKIAN, Mayor
SUSAN HITCHCOCK,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE L. MOUNCE

CITY OF LODI
PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

October 15, 2010

KONRADT BARTLAM
Interim City Manager
RANDI JOHL
City Clerk
D. STEVEN SCHWABAUER
City Attorney
F. WALLY SANDELIN
Public Works Director

C. Overaa & Company
200 Parr Boulevard
Richmond, CA 94801

HDR Engineering
Timothy Fleming, Sr. VP
2365 Iron Point Road, Ste. 300
Folsom, CA 95630

Pall Corporation
25 Harbor Park Drive
Port Washington, NY 11050

Krazan & Associates
Shawn Baker, Division Mgr.
448 Mitchell Road, Ste. C
Modesto, CA 95354

Durst Corporation
2750 Cherokee Road
Stockton, CA 95205

Finance Team

SUBJECT: Public Hearing to Consider Substitution of Listed Subcontractors and Bid Protest; Adopt Resolution Authorizing the City Manager to Execute Agreements with the Following Entities for the Surface Water Treatment Facility Project; and Appropriating Funds in the Amount of \$36,5000 for the Total Project: A) C. Overaa & Company, of Richmond, for Construction (\$22,837,000); B) Pall Corporation, of Port Washington, New York, for Membrane Filtration System (\$3,926,081); C) Krazan & Associates, of Modesto, for Testing and Inspection Services (\$488,000); D) Durst Contract Interiors, of Stockton, for Furniture (\$52,025); E) HDR Engineering, of Folsom, for Construction Administration Services (\$890,000); F) SJCOG for Incidental Take Minimization Measure Agreement (\$90,607)

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, October 20, 2010. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

The Council will conduct a public hearing on this item. You are welcome to attend and speak at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Gary Wiman, Construction Project Manager, at (209) 333-6800, extension 2054.

F. Wally Sandelin
Public Works Director

FWS/pmf
Enclosure
cc: City Clerk

NCC AWARD SWTF.DOC